

# COLLECTIVE BARGAINING AGREEMENT

Between



Headquarters, 1<sup>st</sup> Infantry Division & Fort Riley,  
MEDDAC – Fort Riley,  
DENTAC – Fort Riley,  
Army Contracting Agency – Fort Riley

*And*

American Federation of Government Employees  
Local 2324

Covering Appropriated Fund Bargaining Unit

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## **AGREEMENT TO NEGOTIATE**

### **PREAMBLE:**

In a sincere effort to demonstrate the parties' interest in improving the quality of the labor-management relationship, it is jointly agreed that "Interest-Based Bargaining" (IBB) will be used as the primary method for negotiations throughout this process. This does not preclude the parties from utilizing other methods of negotiations, as mutually agreed.

### **SECTION 1. PURPOSE.**

To establish principles and ground rules considered necessary and desirable to reduce potential areas of conflict and dispute during the conduct of negotiations for a collective bargaining agreement (CBA). This Agreement is entered into by and between the Employer (HQ and Fort Riley, KS) and American Federation of Government Employees, Local 2324 (AFL/CIO), hereinafter referred to as the "Union".

### **SECTION 2. NEGOTIATING TEAMS.**

The Union will consist of not more than four members, the actual number to be decided by the Union, unless otherwise mutually agreed upon by the parties. The Employer's team will consist of not more than four members, the actual number to be determined by the Employer, unless otherwise mutually agreed upon by the parties. These provisions only apply to negotiations of the basic Agreement and the negotiations of any changes thereto during the life of the basic Agreement. The chief negotiator/team leader will have the authority for their team to approve individual Articles of the Agreement and provisions contained therein.

### **SECTION 3. NEGOTIATING SCHEDULE.**

Negotiating sessions will be held at Fort Riley, Kansas in facilities provided by the Employer. Negotiating sessions will be conducted at mutually agreed times. Individual sessions may be canceled upon one day's notice by either party. Either party may caucus as necessary. The sessions may be adjourned when a lengthy caucus is anticipated.

### **SECTION 4. RECORD OF NEGOTIATION SESSIONS.**

Recording will be accomplished by the Employer, and will be provided to each member at or prior to the next scheduled meeting.

### **SECTION 5. OFFICIAL TIME FOR NEGOTIATIONS.**

- a. Duly designated Union negotiators who are members of the bargaining unit covered by the Agreement being negotiated will be authorized official time as provided by 5 USC Section 7131(a). It is agreed that 24 hours advance notice, delivered to the CPAC, Fort Riley, Kansas, will be provided by the Union regarding the release of any Agency employee, who is a member of this bargaining unit, to represent the Union in these negotiations. Those employee representatives will normally be released unless, in the judgment of the Employer, operational requirements make it necessary that the employee(s) remain on the job.
- b. The parties agree that no overtime pay, compensatory time off, compensatory time off for travel, credit hours, travel pay or per diem will be authorized for Union negotiators with regards to the

negotiation of this collective bargaining agreement.

#### SECTION 6. MUTUALLY ACCEPTED PROPOSALS.

When a proposal has been agreed to by both parties, it will be initialed and dated by the chief negotiator/team leaders of both parties. This does not prevent the previously agreed upon proposal from being reopened by mutual consent for amendment prior to ratification by the Union membership or approval by the Commander.

#### SECTION 7. NONNEGOTIABILITY PROCEDURES.

If one party considers a proposal nonnegotiable, it will so state for the record, giving specific reasons why. If the Employer alleges that all or part of a proposal is nonnegotiable and the Union wishes to challenge that allegation, the Union will request, in writing, that the Employer's allegation be made in writing. If the Employer does not withdraw the allegation of non-negotiability, and the Union chooses to further pursue the matter, the Union will appeal the matter to the Federal Labor Relations Authority (FLRA) as provided in Part 2424 of the Authority's Rules and Regulations. This provision does not constitute a waiver by either party of their statutory right to file an Unfair Labor Practice Charge alleging that the other party has failed to negotiate in good faith.

#### SECTION 8. FINAL REVIEW AND APPROVAL OF CONTRACT.

It is hereby agreed that upon completion of negotiations, thirty (30) working days will be allowed for final preparation by the Employer of the Agreement and for review by each party. An extension of this review/preparation time may be granted by mutual agreement. The team will reconvene, as necessary, to approve any corrections. The Agreement will be forwarded to DoD Field Advisory Services, Arlington, VA, for review and approval in accordance with 5 USC § 7114(c) and DoD regulation. Upon receipt of any indicated legal and regulatory changes, the Employer will provide the Union the necessary corrections and cite the legal and regulatory basis for such changes. The teams will meet within ten working days after the proposed changes are provided the Union, for the purpose of negotiating the necessary corrections. After ratification by the Union membership, the teams will reconvene at a mutually agreed time for the formal contract signing. The Commander, Fort Riley, has the authority to execute the Agreement.

#### SECTION 9. PROCEDURES TO SELECT ARTICLES TO NEGOTIATE.

The parties will review the previous negotiated agreement between the Employer and the Union. Both will identify articles that do not need change, articles that need minor change, and those requiring major change. Articles that need no change will be accepted by both parties. Minor and major changes will then be negotiated.

#### SECTION 10. IMPASSE PROCEDURES.

Definition of an impasse for the purpose of this Agreement shall be: "the inability of representatives of the Employer and the Union to arrive at a mutually agreeable decision concerning negotiable matters through the negotiations process". When action fails to resolve the impasse, either or both parties may seek the services of the Federal Mediation and Conciliation Service (FMCS). However, if at impasse, either or both parties may forego the services of FMCS and request, in accordance with Part 2471 of the Rules and Regulations of the FLRA, that the Federal Services Impasse Panel (FSIP) consider the matter. The FSIP, in its discretion and under the procedures prescribed in Part 2471, may consider the matter and

may recommend procedures for resolution of the impasse to the parties, or may settle the impasse by appropriate action.

#### SECTION 11. MID-TERM BARGAINING.

Parties will meet to negotiate impact and implementation of Employer initiatives which affect Employee working conditions.

#### SECTION 12. OFFICIAL TIME FOR PREPARATION FOR BASIC AGREEMENT NEGOTIATIONS.

Employees of the Employer, not to exceed four, representing the Union during these negotiations of this basic Agreement shall be allowed a reasonable amount of time, not to exceed 4 hours each for a total of 16 hours for the entire Union team, for preparation prior to the date negotiations begin on the basic Agreement.

### **ARTICLE 1. BASIC PROVISIONS OF THE AGREEMENT**

#### SECTION 1. PURPOSE.

It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal service and the well-being of employees within the meaning of present law, to establish a basic understanding relative to personnel policy, procedures and matters affecting general working conditions, and to provide means for amicable discussion and adjustment of matters of mutual interest at Fort Riley, Kansas.

#### SECTION 2. EXCLUSIVE RECOGNITION.

The Employer hereby recognizes that the Union (AFGE Local 2324) is the exclusive representative of all employees of the bargaining unit as defined in Section 3 of this Article. The Union hereby recognizes its responsibility to represent the interests of all such employees, without regard to union membership, with respect to grievances and conditions of employment as prescribed by this Agreement subject to the express limitations set forth elsewhere in this agreement.

#### SECTION 3. COVERAGE OF AGREEMENT.

The Employer recognizes the union as the exclusive representative for all employees below:

##### **Group No. 1**

INCLUDED: All Department of the Army civilian employees paid from Appropriated Funds, serviced by the same Civilian Personnel Advisory Center (CPAC) and whose duty station is Fort Riley, under the jurisdiction of: Commander, Headquarters, 1st Infantry Division (MECH) and Fort Riley; Commander, Irwin Army Community Hospital/MEDCOM; and Commander, Dental Activity/DENCOM.

EXCLUDED: All professional employees, management officials, supervisors and employees described in 5 USC 7112(b),(2),(3),(4),(6) and (7).

## **Group No. 2**

INCLUDED: All nonprofessional employees paid from Appropriated Funds, serviced by the same Civilian Personnel Advisory Center (CPAC) and whose duty station is Fort Riley, employed by the U.S. Army Installation Management Command (IMCOM).

EXCLUDED: All professional employees, management officials, supervisors and employees described in 5 USC 7112(b)(2),(3),(4),(6) and (7).

## **Group No. 3**

INCLUDED: All nonprofessional employees paid from Appropriated Funds, serviced by the same Civilian Personnel Advisory Center (CPAC) and whose duty station is Fort Riley, employed by the U.S. Army Contracting Command (ACC).

EXCLUDED: All professional employees, management officials, supervisors and employees described in 5 USC 7112(b)(2),(3),(4),(6) and (7).

## **Group No. 4**

INCLUDED: All nonprofessional and professional employees employed by the Missions Support Element (MSE), FORSCOM, Fort Riley, Kansas.

EXCLUDED: All management officials, supervisors and employees described in 5 USC 7112(b)(2),(3),(4),(6) and (7).

## **SECTION 4. PRINCIPAL POINT OF CONTACT.**

The Director, CPAC or designee, Fort Riley, Kansas, is the principal point of contact for the Employer on labor-management relations matters. It is understood that the Director, CPAC, or designee, is authorized to act for the Command in the administration of this agreement.

## **SECTION 5. GOVERNING LAWS, RULES, AND REGULATIONS.**

- a. In the administration of all matters covered by the Agreement, officials and employees are governed by existing or future laws, executive orders, and Government-wide regulations of appropriate authorities.
- b. As new agency (DOD/DA) regulations or policies are published, the parties agree that:
  - 1) If the provisions do not conflict with the terms of this Agreement they will be implemented. If any provision impacts on conditions of employment affecting bargaining unit employees, management will inform and consult with the union.
  - 2) If the provisions conflict with the terms of this Agreement, this agreement takes precedent.

## SECTION 6. PARTNERSHIP.

The parties agree to endorse, commit to, and promote a partnership environment in an effort to extend the provisions of the Fort Riley Partnership Agreement. Workplace issues should be resolved through consensus using Interest-Based problem-solving techniques. The parties should aggressively seek training, facilitation and mediation assistance that can help foster an environment where partnership can succeed and thrive. Management should strive to involve employees and their union representatives as full partners with management representatives to identify problems and craft solutions to better serve the agency's customers and missions.

## SECTION 7. EXECUTIVE PARTNERSHIP COUNCIL.

- a. Executive Partnership Council meetings will be scheduled quarterly or more often as mutually agreed. The meetings will be co-chaired by the Garrison Commander and the Union President or their representatives.
- b. Proposed agenda items with background information will be submitted to the Civilian Personnel Advisory Center (CPAC) two (2) weeks prior to the date of the scheduled meeting. If neither the Union nor the Employer has submitted proposed agenda items for discussion to the CPAC within forty-eight (48) hours of the scheduled meeting, the meeting will be canceled. Agenda items will be issues or concerns of broad impact affecting bargaining unit employees and cross activity lines. CPAC will provide copies of the proposed agendas to attendees prior to the council meeting.

## SECTION 8. JOINT LABOR-MANAGEMENT COMMITTEE.

The Employer and the Union agree to establish a Joint Labor-Management Committee that will have, as its primary purpose, the maintenance of effective communications between the Employer and the Union. The committee will meet monthly in facilities provided by the Employer unless otherwise mutually agreed. Committee members will, at a minimum, include representatives from the CPAC, Office of the Staff Judge Advocate (OSJA) and a Union representative from each of the bargaining units. It is agreed by the parties that this committee is not the proper forum to discuss specific issues of individual complaints/grievances.

## SECTION 9. CONTRACT ADMINISTRATION TRAINING.

The Employer and the Union will present joint training to managers and supervisors for new contract provisions. The Employer will consult with the Union on items of discussion to be entered into the training. The Union agrees to nominate Union officials and stewards to be trained concurrently with managers and supervisors. The Union will be offered the opportunity to have a representative present and to present a portion of the program. This training shall be provided on an as needed basis as determined by the parties.

## SECTION 10. WAIVER.

Nothing in this Collective Bargaining Agreement (CBA) shall be construed as an implied waiver by either the Employer or the Union of a statutory right.

## **ARTICLE 2. CHANGES AND DURATION**

### **SECTION 1. CHANGES IN CONDITIONS OF EMPLOYMENT.**

The parties acknowledge that during the negotiations that resulted in this Agreement, the Union and Employer had the right and opportunity to make proposals with respect to conditions of employment of members of the bargaining unit. However, it is understood that neither of the parties can anticipate situations that may require changes and the need to negotiate such changes. The Union agrees that the Employer may make changes to conditions of employment, provided:

- a. such changes are consistent with the terms of this Agreement, and;
- b. the Union is consulted as provided in Section 2 of this Article.

### **SECTION 2. PROCEDURES.**

It is agreed the following procedures are applicable concerning changes to provisions in this Agreement and/or to conditions of employment of bargaining unit members.

- a. The Employer will provide the Union fourteen (14) calendar days advanced written notification of the proposed change(s) or implementation and request the Union's views. The notification will include general information regarding the proposed change to the provision in this Agreement and/or to conditions of employment of bargaining unit employees.
- b. The Union will, within fourteen (14) calendar days of receiving the written notification, notify the Employer of its intent to negotiate over management's proposed change. For proposed changes that are fully negotiable, the Union will notify the Employer of whether the Union disagrees with the proposed change in total or, if only in part, the portions of the Employer's proposal with which the Union disagrees. For proposed changes that involve management rights under 5 USC § 7106, the Union will provide the Employer with its impact or implementation proposal(s), as applicable. When a request for negotiations is received, the parties will meet within fourteen (14) calendar days of the Employer's receipt of such request to negotiate the issue. Failure of the Union to request negotiations or respond in writing within fourteen (14) calendar days will be considered acceptance of the proposed change(s) or implementation.
- c. The parties agree that if the Union exercises the option to express its views on the change (not negotiate) or does not respond within fourteen (14) calendar days following the receipt of the Employer's notification, negotiations are waived on that specific change or implementation. This waiver shall be for the life of this Agreement unless the parties subsequently mutually agree to negotiate the issue as provided in Section 4 of this Article.

### **SECTION 3. AMENDMENTS.**

- a. Required Amendments. Amendments to this Agreement may be required due to changes in applicable law, rule or regulations. In such an event, the parties will meet within fourteen (14) calendar days after receipt of implementing instructions for such changes for the purpose of

negotiating new language to satisfy mandatory requirements.

- b. Optional Amendments. Negotiations may be opened for amendment(s) of the Agreement by mutual consent of both parties at any time. Request for such amendment(s) by either party must be written and contain a complete text of the proposed amendment(s). The parties will meet within fourteen (14) calendar days after receipt of such notice to discuss the matter(s) involved. If the parties mutually agree that negotiations are warranted on the proposed amendment(s), such negotiations will be conducted in accordance with the procedures in the Agreement to Negotiate. Amendments to this Agreement that have been reached through mid-term bargaining will be reduced to writing and considered appended to this Agreement. This language is only intended to cover bargaining on Articles already established in this Agreement.

#### **SECTION 4. TIME LIMITS OF AGREEMENT.**

This Agreement shall be binding for a period of three (3) calendar years after date of approval and union ratification. If either party wishes to renegotiate, such party must notify the other party within thirty (30) calendar days prior to the expiration of the Agreement. If negotiations are not requested, the Agreement will automatically be renewed for an additional three (3) calendar year period. If notice is received, negotiations will start within thirty (30) calendar days from receipt.

#### **SECTION 5. COPIES OF AGREEMENT.**

The Union agrees to make a copy of this Agreement accessible to all bargaining unit employees covered by this Agreement. The Employer agrees to provide 50 copies to the Union; additional copies will be paid for by the Union.

### **ARTICLE 3. RIGHTS AND OBLIGATIONS OF THE EMPLOYEES**

#### **SECTION 1. EMPLOYEE RIGHTS.**

The Employer and the Union agree that employees of the unit shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist the Union, or to refrain from any such activity. The freedom of the employee to assist the Union shall be recognized as extending to participation in the management of and acting for the Union in the capacity of an organization representative, including presentation of its views to officials of the Executive Branch (including designated officials of the Employer), the Congress, or other appropriate authority.

#### **SECTION 2. TERMS.**

The terms of this Agreement do not preclude any employees of the unit from bringing matters of personal concern to the attention of appropriate union or management officials in accordance with applicable laws and regulations. However, this provision does not entitle employees to disclose classified and/or sensitive information to unauthorized persons.

### SECTION 3. LIMITATIONS.

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

### SECTION 4. RIGHT TO REPRESENTATION.

- a. Employees have the right to be represented during an examination conducted as part of an investigation, as provided by 5 USC, Section 7114(a)(2) and (3):
  1. *“(2) An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at –*
  2. *(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.*
  3. *Each agency shall annually inform its employees of their rights under paragraph (2)(B) of this subsection.”*
- b. When an employee exercises their right to representation under 5 USC, Section 7114(a)(2)(B), and when a Union representative is not immediately available, the examination, if conducted, will be deferred for a reasonable period of time to permit the presence of a Union representative.
- c. The Employer reserves the right to cancel the investigative interview once the employee has requested Union representation.

### SECTION 5. INDIVIDUAL LIABILITY.

Employees who are either sued in their personal capacity or are charged in a criminal proceeding as a result of the performance of their official duties may obtain guidance and/or representation, as applicable, as to their rights and responsibilities IAW Army Regulation (AR) 27-40, Chapter 4.

### SECTION 6. PERMISSIVE RELEASE OF EMPLOYEES.

- a. The Employer and the Union desire employees to have access to Union guidance and advice. As such, upon an employee's request, a supervisor may permit an employee to contact a Union representative during working hours to discuss a problem or situation. Supervisors may likewise grant requests for reasonable time for an employee to meet with a Union representative at either the worksite or the Union office.
- b. Nothing in this Section shall be construed as a right of an employee or the Union. It is further agreed that permissive release of employees shall never be interpreted as a past practice.

## SECTION 7. SEARCHES.

- a. An employee's person and/or personal property (purse, coat, etc.) should not normally be searched unless:
  - 1. there is reason to suspect a violation of law, regulation, order or written policy; or
  - 2. it is part of a generally applied search.
- b. If a supervisor determines that a search of an employee's personal property, locker and/or other container assigned for the storage of personal property is necessary, the employee should, if reasonably available, be given the opportunity to be present during the search.
- c. Nothing in this Section shall interfere with or affect appropriate officials from determining and carrying out internal security procedures and/or carrying out criminal justice and administrative disciplinary responsibilities.

## ARTICLE 4. RIGHTS AND OBLIGATIONS OF EMPLOYER

### SECTION 1. NEUTRALITY.

Management officials and supervisors will maintain a posture of neutrality with regard to questions of membership or non-membership of subordinates in the Union.

### SECTION 2. MANAGEMENT RIGHTS.

Management officials of the Agency retain the following rights as provided by Section 7106 (a), 5 USC:

*“(a) Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency –*

*(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.”*

Management officials shall follow the directives issued by appropriate authority as referenced in Section 2 (a) with regard to the provisions of 5 USC Section 7106 (b).

*“(b) Nothing in this section shall preclude any agency and any labor organizations from negotiating –*

*(1) at the election of the agency, 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:*

*(2) procedures which management officials of the agency will observe in exercising any authority under this section; or*

*(3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.”*

### SECTION 3. OBLIGATION TO CONSULT/NEGOTIATE.

- a. The Employer recognizes its obligation to discuss, consult, and/or negotiate in good faith on personnel policies, practices, and conditions of employment affecting employees of the unit, so far as may be appropriate under government laws, regulations, and this Agreement.
- b. The Employer agrees to inform the Union at least twelve (12) hours in advance of formal discussions/meetings with employees of the bargaining unit affecting conditions of employment.

### SECTION 4. EMPLOYEE LIST.

The Employer will furnish the Union an alphabetical list of bargaining unit employees covered by this Agreement upon request, but not more than four (4) times a year. This list will include names, positions titles, grades, and duty station of these employees on file in the data system at the time of the request.

### SECTION 5. COPY OF AGREEMENT TO EMPLOYEES.

A new unit employee may request a copy of this Agreement from the employee's Activity-level administrative section. It is the responsibility of the Activity's administrative section to reproduce and maintain an adequate supply of this Agreement. This Agreement may also be accessed via Fort Riley Intranet.

### SECTION 6. NEW EMPLOYEE ORIENTATION.

The Employer agrees that New Employee Orientations will be conducted as needed, but not less frequently than quarterly. New employees will be scheduled for attendance at the earliest practicable date. New employees do not include employees who have already attended new employee orientation or equivalent training (such as reinstatement eligible employees) or seasonal/part-time employees. However, if seasonal/part-time employees convert to full-time employees, said employees will attend New Employee Orientation. A representative of the Union will be allowed to welcome new bargaining unit employees.

## SECTION 7. PUBLICATIONS.

A copy of any announcement affecting civilian personnel issues that is distributed to all bargaining unit employees or all bargaining unit employees of a specific Directorate or Activity shall be provided to the Union.

## **ARTICLE 5. RIGHTS AND OBLIGATIONS OF THE UNION**

### SECTION 1. EXCLUSIVE REPRESENTATIVE.

The Union is the exclusive representative of the employees in the unit represented in this Agreement and is entitled to act for or on behalf of those employees in the administration of this Agreement.

### SECTION 2. UNION RIGHTS/OBLIGATIONS.

The Union has the right to:

- a. Present its views to the Employer on matters of concern, either orally or in writing, and to have such views considered in the formulation and implementation of civilian personnel policies and practices that are at the discretion of the Employer.
- b. Be given the opportunity to be represented at formal discussions between the Employer and employees or other employee representatives, concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the unit. The Union's right to be present shall not extend to informal discussions, such as but not limited to, discussions between the employees and supervisory personnel involving matters directly applying only to the employee, such as performance counseling, meaning and application of performance standards, and other matters not affecting employees generally. When meetings are scheduled regularly, the Union will be notified, in writing, prior to the first regularly scheduled meeting. Included in the written notice will be time, date, location, topics to be discussed, and the name of the supervisor conducting the meeting. If for some reason the meeting time/date needs to be changed, the supervisor will contact the Union.
- c. Obtain prior permission from the CPAC to receive National Representatives or officers who will contact employees in the unit. Nonscheduled arrivals of National officers and National Representatives who will not meet with employees of the unit on official time will not require prior notification.
- d. Give active support to the Employer in its efforts to eliminate waste, conserve materials and supplies, improve the quality of workmanship, combat tardiness, absenteeism, carelessness, and other similar practices, and encourage the submission of improvement ideas and cost reduction ideas.
- e. Encourage employees to:
  1. actively participate in and promote programs designed to improve work methods and conditions; and

2. conscientiously perform assigned duties, operate and strive to maintain good working relations with their supervisors and fellow employees.

### SECTION 3. UNION LIMITATIONS.

The Union agrees that neither it as an organization nor any of its representatives, while acting in the capacity of a Union representative, shall:

- a. Conduct internal Union business, such as soliciting membership, collecting dues, campaigning for Union office or officers, except when in a non-duty status;
- b. Post and distribute Union literature, hold Union meetings, etc., during the duty time of employees involved;
- c. Call, or participate in a strike, work stoppage, or slowdown, or picketing of an Agency in a labor management dispute if such picketing interferes with an Agency's operations, or condone any of the above actions by failing to take action to prevent or stop such activity;
- d. Interfere with, restrain, or coerce an employee, or attempt to induce the Employer to coerce an employee in the exercise of their rights as specified in Executive Orders, law or governing regulations.
- e. Coerce, attempt to coerce, discipline, fine or take other economic sanction against a member of the organization as punishment or reprisal for, or for the purpose of hindering or impeding the employee's work performance, productivity, or the discharge of their duties owed as an officer of the Union or employee of the Department of the Army;
- f. Refuse to consult, confer or negotiate with official representatives of the Employer, as required by Executive Order, law, or governing regulations or provisions of this Agreement;
- g. Engage in unethical practices, means, or methods in the representation of members of the unit; and
- h. Refuse to represent the interests, upon request, of any member of the bargaining unit represented in this Agreement, without regard for Union membership, to the extent required by law.

### SECTION 4. UNION STATEMENTS.

The Union and its representatives will endeavor to refrain from the use of demeaning, slanderous, inflammatory, ignominious, or degrading remarks, comments or statements against supervisors, other management officials, other employees or persons.

### SECTION 5. UNION ENFORCEMENT.

The Union agrees that it will take prompt action to curtail any violations of Section 3 or 4 by its representatives and will take whatever action necessary to prevent repetition of such violations.

## **ARTICLE 6. STANDARDS OF CONDUCT**

### **SECTION 1. PURPOSE.**

The Employer and the Union agree that all Department of the Army employees should maintain high standards of integrity, conduct and concern for the public interest, thereby promoting Government efficiency and effective mission accomplishment. Further, the parties agree that all employees should receive fair and equitable treatment in all aspects of personnel management, consistent with merit system principles, and consistent with the Civil Service Reform Act of 1978. This Article is a general statement of principles stated in the Civil Service Reform Act and other applicable regulations and policies. These stated principles are meant to serve as general guides for effective employer/employee relationships.

**(For Registered Nurses, please see Addendum)**

### **SECTION 2. EMPLOYER RESPONSIBILITIES.**

The Employer will endeavor to:

- a. Provide positive leadership to the employees in the unit;
- b. Encourage in their subordinates a sense of belonging and responsibility;
- c. Provide advice to individual employees who request assistance as to whether a particular action would meet the standards of conduct expected;
- d. Treat all employees under their supervision in a fair and equitable manner;
- e. Outline the work to be accomplished and ensure that changes in work assignments are communicated with the employee;
- f. Explain to the employees the supervisory channels of the particular activity;
- g. Refrain from abusing or ridiculing an employee;
- h. Counsel employees in an atmosphere conducive to maintaining effective supervision/employee relationships. Counseling will normally be done in private, except in cases when immediate on-the-spot corrective action is warranted to avoid a procedure or act dangerous to personnel, or resulting in damage to or loss of property, or violation of official directive;
- i. Consistently conduct themselves in a manner which is above reproach; and
- j. Uphold with integrity the public trust involved in the position to which assigned.

### **SECTION 3. EMPLOYEE RESPONSIBILITIES.**

All Army civilian employees are expected to:

- a. Report promptly to work in a condition that will permit them to perform assigned duties (i.e., in appropriate clothing, ready for work);
- b. Provide efficient and industrious service in the performance of assigned duties;

- c. Notify their supervisor if insufficient work is assigned at any given time;
- d. Give ready response to directions and instructions received from their immediate supervisor, or higher level supervisors in their supervisory channel;
- e. Exercise courtesy and tact in dealings with fellow workers and the public;
- f. Maintain a clean and neat personal appearance, appropriate to the climate and nature of work, to the maximum extent practicable during working hours. Specific dress code policies are subject to the procedures in Article 2 of this agreement;
- g. Conserve and protect Federal Funds, property, equipment and materials;
- h. Consistently conduct themselves in a manner which is above reproach;
- i. Uphold with integrity the public trust involved in the position to which assigned;
- j. Be responsible for performing their work to the best of their ability in accordance with instructions furnished by the supervisor; and
- k. Refrain from ridiculing or abusing supervisors.

## **ARTICLE 7. OFFICIAL TIME/UNION REPRESENTATION**

### **SECTION 1. PURPOSE.**

This Article provides for direction and guidance to managers, supervisors and employees concerning the use of official time to bargaining unit members designated by the Union as Union representatives including but not limited to officers, stewards and other bargaining unit members performing Union and/or other representational duties.

**(For Registered Nurses, please see Addendum).**

### **SECTION 2. DEFINITIONS.**

- a. Representational functions mean those authorized activities undertaken by the Union on behalf of other employees. Employees' right to representation are governed by statute, regulation, executive order, or the terms of this CBA.
- b. Official time means all time granted an employee by the Agency to perform representational functions, as defined above, when the employee would otherwise be in a duty status without charge to leave or loss of pay, and shall be considered hours of work. This includes time spent by an employee performing such functions during regular working hours (including regularly scheduled overtime hours). This also pertains to periods of irregular, unscheduled overtime work, provided an event arises incident to representational function that must be dealt with during the irregular, unscheduled overtime period.

### SECTION 3. OFFICIAL TIME REPRESENTING BARGAINING UNIT MEMBERS.

The parties agree that official time spent in representing bargaining unit members in procedures outside the negotiated grievance procedures provided in Article 10, including statutory or any other procedure will also be included in the representational time provided for in this Article. Time used by Union officials/representatives in excess of that provided in Section 7 shall be in a non-duty status unless additional time is granted in accordance with Section 7 b, c, and d of this Article. Examples of labor-management business for which official time is authorized by this Agreement is as follows, subject to the limits in Section 7 of this Article:

- a. Discussion of complaints or potential grievances with the bargaining unit employee(s) concerned (limited to one (1) representative per complaint) -
  1. Investigate employee grievance
  2. Prepare employee grievance
  3. Prepare Union grievance
  4. Investigate and prepare response to Employer grievance
- b. Representing bargaining unit employees in identifiable complaints, grievances, and adverse actions (limited to one (1) representative). An additional representative may accompany the primary designated representative for one (1) such meeting for training/orientation purposes -
  1. Present employee grievance
  2. Present Union grievance
- c. The representation of a bargaining unit employee in a properly established hearing or investigation. Official time is limited to not more than two (2) representatives. To be considered as a representative, the employee must actively participate as a representative or be the principal assistant (one (1) only) to the Union/employee representative -
  1. Prepare for third party proceedings, e.g., grievance, OWCP, arbitration, EEO or MSPB.
  2. Participate in third party proceedings
- d. Attendance at arbitration, MSPB, and EEO hearings will be limited to one (1) hearing per calendar year per non-representative for training purposes. Attendance will be subject to approval by the hearing official. Non-designated representative attendance is limited to one (1) hearing per calendar year to one (1) of the following open hearings, i.e. MSPB, EEO, and Arbitration, unless denied by the hearing official.
- e. Attendance as the Union representative at formal discussions between management and bargaining unit employee(s) concerning grievances or any personnel policy or practices or other general conditions of employment. (Limited to one (1) union representative).
- f. Attend meetings with management -

1. Participate in partnership committee meetings as the official representative of the Union.
  2. Prepare for formal meeting called by Employer
  3. Attend formal meeting called by Employer
  4. Prepare and attend periodic Union/Employer meeting
  5. Attend other Employer/Union requested meetings
  6. Commercial Activity Program briefings
  7. Local Fort Riley Committees, e.g., CFC, Incentive Awards, Safety, EAP, EEO, Special Emphasis Programs/Leave Transfer/Labor Management.
- g. Other representational functions not specified above, including but not limited to -
1. Representative in investigative interview
  2. Review and comment on management proposals to changes in conditions of employment.
  3. Presentation of Union's role in labor relations to management/employees
  4. Representative in classification complaint and appeal proceedings
  5. OSHA/Safety Inspections
  6. Investigate, prepare, and present ULP charges

#### SECTION 4. OFFICIAL TIME ALLOWED UNDER 5 USC, SECTION 7131.

The Employer agrees that official time is authorized under Title 5 USC, Sections 7131(a) and (c) during the time that Union representatives/officers would otherwise be in a duty status. The Employer agrees that official time under 7131 (a) and (c) is not subject to the limits in Section 7, this Article. Specifically:

- a. Negotiation of a collective bargaining agreement
- b. Midterm negotiations
- c. Attendance at impasse proceedings
- d. Negotiability disputes before the Authority

#### SECTION 5. ACTIVITIES PROHIBITED DURING DUTY TIME.

- a. While on duty, Union representatives may not:
- b. Solicit membership
- c. Conduct internal business of the Union

- d. Collect dues
- e. Campaign for officers of the Union.

#### SECTION 6. PRIMARY AREAS OF RESPONSIBILITIES FOR STEWARDS.

The parties acknowledge the importance of having stewards accessible to employees of an area who are knowledgeable of that work area. Therefore, the Union agrees to designate stewards with primary areas of responsibility. The Union will attempt to utilize area representatives where available. The parties acknowledge the concern management has for having an available workforce for specific Divisions within a Directorate during any given pay period. Accordingly, the Union agrees that it will effectively guard against unreasonable amounts of official time used within a Division or Activity in any given pay period. The Union agrees to, upon request but not more often than quarterly, provide the Fort Riley Civilian Personnel Advisory Center (CPAC), a current list of stewards and Union officials, together with designated areas of responsibility.

#### SECTION 7. LIMITS ON OFFICIAL TIME.

- a. The Employer agrees to allow Union officers and stewards official time to perform duties authorized under this Agreement, subject to the following limits:
  - 1. President or designee appointed in writing: Reasonable time, not to exceed 80 hours per pay period.
  - 2. Chief Steward or designee appointed in writing: Reasonable time, not to exceed 40 hours per pay period.
  - 3. Executive Vice President: Reasonable time, not to exceed 40 hours per pay period.
  - 4. Two Stewards-at-Large: Reasonable time, not to exceed 24 hours per pay period.
  - 5. Fifteen Stewards: Reasonable time, not to exceed 12 hours per pay period per steward.
- b. If additional time becomes necessary, the Union officer or steward may request additional time on a case-by-case basis from the individual employee's Activity Director/Commander.
- c. If the specific time limits from above have already been exhausted, the Employer agrees to grant additional official time for a Union officer or steward, designated as an employee representative, to participate in third party proceedings which are outside the control of the parties. For example, such proceedings include arbitration and MSPB hearings.
- d. Additional official time for inspections conducted by OSHA will be granted in accordance with Article 36, Health and Safety.
- e. If the elected Union Treasurer is not a Union representative, the Treasurer shall be granted up to twelve (12) hours of official time per month for Treasurer reporting/auditing duties. The official time must be requested and approved in advance with the immediate supervisor.

#### SECTION 8. OFFICIAL TIME PROCEDURES.

- a. Official time used by Union representatives during normal duty hours will be with the knowledge and permission of the employee's immediate supervisor.
- b. The Union representative will request such absence from their immediate supervisor with as much notice as possible to allow scheduling. Urgent matters such as grievances will be handled on a case-by-case basis.
- c. Employees exercising their right to designate a personal representative shall do so in writing on the Designation of Union Representative form. The written designation of an employee representative will be provided to the CPAC not later than at the time the grievance is filed with the supervisor.
- d. When in the performance of representational duties, a Union representative will not enter another work area without first obtaining the permission of the supervisor of that area. In the absence of such supervisor, the Union representative shall obtain the permission of the designated acting supervisor.
- e. Upon return to the employee's workstation, the representative will personally notify their immediate supervisor of the return to duty. The representative shall report the period of absence under procedures as are prescribed by this Article.

#### SECTION 9. OFFICIAL TIME REPORTING.

- a. The CPAC is responsible for evaluating and reporting the use of official time in terms of its impact on Agency operations and effective employee representation.
- b. Supervisors and other management officials are responsible for the verification/certification of all official time used for representational functions.
- c. In order to account for the total hours used for approved representational activities, supervisory officials will annotate the time card. The supervisor (or designee) will certify the appropriate category and amount of time used. Union officers and stewards will cooperate with their supervisor in reporting their representational activities. Union officers and stewards may request a copy of the completed time card and/or report for their own records.

#### SECTION 10. OFFICIAL TIME FOR TRAINING.

The Employer agrees to allow official time for attendance at Union conducted training which falls under the purview of the Comptroller General guidance on training that is determined by the Employer to be mutually beneficial. A bank of 240 hours will be available for such training for Union representatives. An additional bank of no more than 120 hours will be allowed exclusively for the Union President. Additional hours, if needed by the Union President, will be deducted from the bank of 240 hours if available. No more than forty (40) hours will be allowed per individual employee in a calendar year. Additional hours will be requested/granted on a case-by-case basis.

- a. The Union will submit any request for such employee attendance to the Union representative's supervisor and to the CPAC, ATTN: Labor Relations Specialist, at least fourteen (14) days prior to the proposed training date. The request must include information concerning the content and

schedule of the training and the training must be determined to be of mutual benefit to the Employer and the Union. Such requests must also include the names and duty stations and phone numbers of employees whose attendance is desired.

- b. The Employer agrees to allow Union officers and stewards one (1) hour per month for local Union-sponsored training in addition to the Union-sponsored training prescribed above.
- c. The Employer agrees to allow Union representatives participating on wage surveys training for each full-scale survey. Supplemental training for Union representatives may be approved by the CPAC Wage Representative not to exceed four (4) hours provided it is not duplicative of training already received for the wage survey.

## **ARTICLE 8. PAYROLL WITHHOLDING OF UNION DUES**

### **SECTION 1. AUTHORIZATION FOR ALLOTMENT.**

The Employer agrees that any member of the Union who is an employee in a bargaining unit covered by this Agreement may authorize an allotment of pay for the payment of dues for membership, provided the employee has voluntarily submitted a request for such allotment of pay; and the employee receives each pay period sufficient net salary/wages to cover the allotment after other legal and required deductions have been made.

### **SECTION 2. UNION RESPONSIBILITIES.**

The Union agrees that it will be responsible for:

- a. Procuring the Standard Form 1187 (SF 1187), Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues;
- b. Distributing the SF 1187's to prospective members of the Union;
- c. Informing and educating its members on the provision for allotment for payment of Union dues and the voluntary nature of such allotments; and
- d. Forwarding the SF 1187's to the Fort Riley CPAC.

### **SECTION 3. BARGAINING UNIT DETERMINATIONS.**

A representative of the CPAC will determine whether the Union member(s) requesting the voluntary allotment is an employee in a bargaining unit covered by this Agreement. If the requesting employee is eligible, the CPAC representative will forward the SF 1187 to the Representative with access for input in the Defense Civilian Pay System (DCPS) certifying that the voluntary allotment is authorized. If the employee requesting the voluntary allotment is determined not to be eligible for such allotment, the SF 1187 will be returned to the union office together with the reasons for the determination.

#### SECTION 4. DUES STRUCTURE.

- a. The balance of the dues will be remitted to the Treasurer, AFGE Local 2324, P.O. Box 2516, Fort Riley, Kansas 66442, after completion of each biweekly pay period. Each remittance will be accompanied by a statement containing the following information:
  1. Pay period date;
  2. Names of employee members and amount deducted;
  3. Amount remitted; and
  4. Name of employee(s) from whose pay deductions were not made. (This provision applies only to employees paid from Fort Riley Appropriated Fund and Registered Nurses).
- b. The DCPS CSR will provide information to the Union as to why no dues were deducted for any eligible employee when such information is requested by name by the Union.

#### SECTION 5. DUES REVOCATION.

- a. An employee may cancel their authorization for voluntary allotment of pay for Union dues through the following procedures. The revocation should be made on a Standard Form 1188 (SF 1188), Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Labor Organization Dues, that will be provided to the employee by the Union (Local 2324). . It is the employee's responsibility to submit their written revocation to the Union in accordance with the procedures provided in this Section. The request for revocation may be submitted to the Union no earlier than 1 August or later than 31 August to be effective the first pay period beginning on or after 1 September, except that in accordance with 5 USC Section 7115(a), the revocation may not become effective until the first pay period on or after the first anniversary of the initial voluntary dues allotment. In such cases, the request for revocation must be received at the Union Office not earlier than thirty (30) days prior to the anniversary date and not later than the anniversary date of the allotment. The revocation then becomes effective the pay period beginning on or after the first anniversary date. Revocation requests received outside the stated revocation period will be returned to the employee.
- b. The Union will send to the DCPS Representative, within five (5) working days after receipt, any revocation of allotment received by the Union. The appropriate DCPS Representative will, upon receipt of an application for revocation, forward the Union's copy to them within five (5) working days.

#### SECTION 6. TERMINATION OF ALLOTMENT.

- a. The Union will notify the servicing payroll office in writing, within five (5) working days, when an employee with a current allotment ceases to be a member in good standing. The termination of the allotment will be effective the next regular pay period following receipt of the notice of termination in the servicing payroll office.
- b. An allotment will be terminated when the employee leaves the bargaining unit, e.g., an employee

becomes a supervisor over one or more subordinate employees. Employees have the responsibility to notify the CPAC when they leave the bargaining unit. It is agreed that neither the Union nor the Employer is responsible for reimbursement of dues that result from erroneous dues deduction. The Employer agrees to provide written notification to the Union that the allotment is being terminated and the reasons therefore.

- c. The allotment for all Union members in the unit will be terminated when this Agreement is terminated or suspended by an appropriate authority outside Department of Defense, or when the Union loses recognition as accorded under 5 USC Section 7115(a).

## **ARTICLE 9. USE OF OFFICIAL FACILITIES**

### **SECTION 1. UNION OFFICE.**

- a. The Employer shall provide the Union use office space located on Fort Riley.
- b. An appropriate rent-free license will be executed between the Union and the Employer's designated representative.
- c. Office space and furnishings must be hand receipted by a Union representative who is a Federal civilian employee designated by the Union President. This representative will assume full responsibility for the Government property charged to the Union account. Facilities provided the Union under any other negotiated agreement will serve to fulfill this contractual obligation.

### **SECTION 2. MEETING FACILITIES.**

The Employer will endeavor to make available, at the Union's request, a meeting facility that will seat up to 200 persons. The Union agrees to provide at least thirty (30) calendar days written notice of the need for such facility. The Union also agrees to be a responsible user of the facility and to follow applicable regulations and written policies for use of the facility that are made known to the Union.

### **SECTION 3. UTILITIES AND SERVICES.**

The Union will reimburse the Employer for the cost of utilities and other requested services in an amount computed by the Employer. The bills for such services will be presented monthly to the Union. The Union will reimburse the Employer for the full amount of the bill within thirty (30) calendar days following receipt of the bill. The reimbursement shall be made in accordance with the procedures prescribed in regulations in effect at the time reimbursement is to be made.

### **SECTION 4. TELEPHONE LINES.**

In order to facilitate improved communications between the Employer and the Union, the Employer agrees to provide, without cost to the Union, the following: three (3) class AA line and four (4) class A-3 line. Requests for any changes in the level of service will be directed to the Directorate of Information Management through the CPAC.

## SECTION 5. AUTOMATION.

Within the limits of applicable laws or regulations, when the Agency is in the process of purchasing new automation equipment including but not limited to computers, printers, fax machines etc., the Union shall have the opportunity to purchase that same equipment at the government rate. The Union shall submit requests in writing to the Directorate of Contracting to be fulfilled upon the next order of said equipment. This does not preclude the Union from obtaining automation equipment by other means.

## SECTION 6. BULLETIN BOARDS.

The Employer agrees to provide space for the Union's use on employee bulletin boards when requested. Space provided will not exceed 18 inches by 24 inches in size. Material to be posted will not violate the law or appropriate regulations, nor will relate adversely to the Employer.

## **ARTICLE 10 GRIEVANCE PROCEDURE**

### NEGOTIATED GRIEVANCE PROCEDURE OUTLINE

Type of Step	Present Grievance to	Time Limits on Employee/Union (to proceed with grievance)	Time Limits on Management (to make decision)
Step 1 Informal Fact Finding	Appropriate supervisor (Usually First Line)	14 days	7 days
Step 2	Supervisor of Step 1 official	20 days	20 days
Step 3	Supervisor of Step 2 official	20 days	30 days
Step 4 Arbitration	For detailed procedures, see Article 12)		

NOTE: The first day will be the calendar day following the day the alleged act or occurrence giving rise to the grievance occurred, or the day the employee became aware or should have become aware of the alleged act/occurrence, whichever is later. Time limits for responding to the grievance starts the following calendar day after the appropriate level supervisor receives the grievance. If the appropriate-level supervisor or designee is unavailable to hear the grievance, the time limits will be extended until said individual receives the grievance. Unavailability for purposes of this provision is defined as any short absence (i.e. five days or less) from a duty status in which a designee has not been designated. Time limits will automatically be extended to the next workday when a filing or a decision is due on a holiday, weekend or training holiday.

## SECTION 1. PHILOSOPHY.

The Employer and the Union agree that every effort will be made to settle grievances at the lowest possible administrative level. The lowest administrative level for grievances not involving disciplinary actions is normally the employee's supervisor and the steward involved. The Union agrees it will

discourage "disgruntled employees" from initiating grievances that are without merit.

## SECTION 2. PURPOSE.

The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances covered by this Agreement. This negotiated procedure will be the exclusive procedure available to employees in the bargaining unit and to the parties to this Agreement for resolving such grievances. The parties shall encourage and promote the use of Alternative Dispute Resolution (ADR) techniques at any step of the negotiated grievance procedure.

## SECTION 3. DEFINITIONS.

- a. Alternative Dispute Resolution is a process by which disputes may be resolved utilizing techniques that include facilitation, improved communications, consensus decision-making, and acceptance of methods that improve supervisor-employee relationship. (See Note Below)
- b. The term "grievance" has the meaning defined in Section 7103(a) which means any complaint --
  - “(A) by any employee concerning any matter relating to the employment of the employee;
  - (B) by any labor organization concerning any matter relating to the employment of any employee; or
  - (C) by any employee, labor organization, or agency concerning --
    - (i) the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or
    - (ii) violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.”

Note: Under the Negotiated Grievance Procedure there are two (2) types of ADR, informal and formal. Informal ADR is referred to as the mandatory fact-finding process employed at the 1<sup>st</sup> Step. Formal ADR involves the use of a neutral 3<sup>rd</sup> Party and can only be invoked after the Fact-Finding Process/1<sup>st</sup> Step.

## SECTION 4. EXCLUSIONS.

The following types of actions or issues are not subject to and will not be considered under this procedure.

- a. Matters excluded by Section 7121(c), 5 USC as follows:
  - 1. "(1) any claimed violation of subchapter III of Chapter 73 of this title (relating to prohibited political activities)

2. retirement, life insurance, or health insurance;
3. a suspension or removal under section 7532 of this title;
4. any examination, certification, or appointment; or
5. the classification of any position which does not result in the reduction in grade or pay of an employee.”

NOTE: Section 7532 refers to a separate section of the law that provides for special procedures that may be used to suspend or remove employees for national security reasons.

- b. Non-selection for promotion from a group of properly referred candidates. (NOTE: The employee retains the right to grieve alleged failure to follow proper procedures in determining qualifications and/or referral of candidates.)
- c. The content of published Department of Defense or Department of Army policies or regulations, provisions of law, or regulations of appropriate authorities outside the Department of Defense, regardless of whether such policies, laws or regulations are quoted, cited, otherwise incorporated or referenced in this Agreement.
- d. Actions taken at the direction of the Office of Personnel Management, the Merit Systems Protection Board, the Federal Labor Relations Authority, or the Equal Employment Opportunity Commission.
- e. Non-adoption of a suggestion.
- f. Failure to receive, or disapproval of, a performance award or other kind of discretionary award.
- g. A change to lower grade following a temporary promotion that returns the employee to a position that is of the same grade level held prior to the temporary promotion.
- h. Notice of proposed actions or warning notices.
- i. Separation/termination of employees during the probationary period.
- j. Separation/termination of temporary employees.
- k. The identification of responsibilities/objectives and content of performance standards.

NOTE: The employee retains the right to grieve alleged failure to follow proper procedures in the application of the performance appraisal system.

- l. A return of an employee from an initial appointment as a supervisor or manager to a nonsupervisory or non-managerial position for failure to satisfactorily complete the probationary period under 5 USC Section 3321(a)(2).

- m. Separation or placement actions taken under reduction-in-force procedures.
- n. Any case that involves complaints from employees or other persons outside the bargaining unit covered by this Agreement.

#### SECTION 5. OPTIONAL PROCEDURES.

Pursuant to 5 USC 7121 (e)(1), an aggrieved employee affected by discrimination, removal, demotion, or suspension in excess of fourteen (14) days may at the employees option challenge the action under the appropriate statutory appellate procedure or the negotiated procedure, but not both. An employee shall be deemed to have exercised the employees' option at the timely filing of a notice of an appeal, complaint or a written grievance under the negotiated grievance procedure.

#### SECTION 6. FILING GRIEVANCES.

- a. A grievance under this procedure may be initiated by: a member or members of the bargaining unit, the Union, or the Employer as represented by an Activity Director/Commander or a designated representative. A member or group of members of the bargaining unit may present their own grievance and have it adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of the Agreement, and the Union has been provided an opportunity to be present during the grievance proceedings. If a member or group of members of the bargaining unit desire representation under this Article, representation will be restricted to Union representation or to a representative who is approved by the Union. Any designation or change in designation of employee representative shall be in writing, a copy of which will be provided to the Civilian Personnel Advisory Center (CPAC).
- b. In pursuing a grievance under this Agreement, the Employer and the Union agree that bargaining unit members may not be represented by supervisory and other management personnel or other employees when such representation will result in an actual or apparent conflict of interest.
- c. In any instance where more than one (1) unit member is pursuing an identical grievance, the Union shall: (1) select one (1) grievant and one (1) representative to pursue the grievance; (2) provide a list of the other grievants to the interested parties, and (3) agree to be bound in all cases by the outcome of the grievance of the selected grievant and representative.

#### SECTION 7. GRIEVANT'S ENTITLEMENTS/LIMITATIONS.

An employee who has a grievance who is otherwise in an active duty status, and who has obtained prior supervisory approval, will be allowed a reasonable amount of time, normally not-to-exceed four (4) hours, to resolve the issue. If additional time becomes necessary, the grievant may request additional duty time from their supervisor. This time may be used to secure advice on rights and privileges under this Agreement and governing regulations, arrange for witnesses, obtain such other information and assistance pertaining to their grievance and present the grievance (meet with management officials considering the grievance). An employee who has a grievance is not entitled to use Government resources, such as typing assistance, word processing centers, supplies and materials in preparing the grievance. Time used in excess of these limits, for which additional excused absence was not granted, will be in a non-duty status. Overtime pay, compensatory time-off in lieu of overtime pay or accretion of credit hours will not be allowed for preparation or presentation of grievances. Overtime pay or compensatory time-off in lieu of

overtime pay may be granted to bargaining unit employees when serving as a witness in arbitration proceedings.

#### SECTION 8. OFFICIAL TIME FOR WITNESSES.

An employee who is called upon to act as a witness for an employee grieving under this procedure will, if otherwise in an active duty status, be allowed official duty time for the sole purpose of presenting testimony in a grievance and arbitration meeting.

#### SECTION 9. TIME LIMITS.

Time limits specified in this Article may be extended only by mutual consent of the parties. Failure of the party receiving the grievance to observe time limits for any step in the procedure shall entitle the grievant to advance to the next step. Time limits will be extended in accordance with Article 11 when the parties mutually agree to utilize ADR procedures.

#### SECTION 10. NONGRIEVABLE

- a. A grievance presented under this Article may be declared to be nongrievable for one or more of the following reasons:
  1. The relief sought by the grievant is or has been granted;
  2. The grievance is excluded under Section 4 of this Article;
  3. Failure of the grievant and/or the representative to observe the specified time limits in pursuing the grievance;
  4. Failure of the grievant to provide information as required in Step 2 or 3 of the grievance procedure; or
  5. If the personal relief sought by the grievant is inappropriate or impossible, e.g., "punishment" of another individual.
- b. Any declaration of nongrievability shall be served, in writing, on the other party and the grievant(s), if other than the second party. The written declaration of nongrievability shall specifically identify the grievance and specify the reasons for the declaration.
- c. A grievant retains the right to withdraw, in writing, the grievance at any time during the grievance procedure.

#### SECTION 11. PROCEDURES.

- a. STEP 1 (FACT FINDING).
  1. The employee and/or the Union must file the Step 1 with the appropriate supervisor within fourteen (14) calendar days from the date the employee knew or should have known of the

act or occurrence that caused the dispute, whichever is later. Issues concerning representation are covered in Section 6 of this Article. Step 1 procedures will not be used for grievances over disciplinary actions as further detailed in Section 12.

2. The purpose of the Step 1 Fact-Finding Process is to establish the facts underlying the dispute and attempt resolution of the dispute. This early factual clarification may be sufficient to focus the parties' attention on the crux of the dispute and lead to an early resolution of the matter. A Step 1 Fact-Finding conference will bring together relevant people and documents to try to determine the relevant facts in a dispute. There are many advantages to the Step 1 Fact-Finding conference. One advantage of the Step 1 Fact Finding conference is that it allows the parties and witnesses to comment on the events involved in the dispute while it is still fresh in their minds. Another advantage of the Step 1 Fact-Finding conference is that the parties may ask questions that help further clarify the facts involved in the dispute and may also provide more relevant information than more traditional ways of obtaining information.
3. A conference will be held within seven (7) calendar days from the date the dispute is brought to attention of Management/Union and involve the following parties: the employee, the appropriate level supervisor and their respective representatives. Within seven (7) calendar days from the conference, management will issue a Memorandum for Record (MFR) of the meeting. If no resolution was reached, the employee may file a Step 2 grievance within twenty (20) calendar days of the receipt of the MFR.
4. Formal ADR procedures may only be invoked after the Step 1 grievance has been completed.
5. Waivers of the Step 1 Fact-Finding Process must be coordinated with the Labor Relations Specialist when management and union officials agree that the Step 1 Fact-Finding Process would serve no useful purpose. If the Step 1 Fact-Finding Process is waived, the grievant may proceed to Step 2 of the grievance procedures.

b. STEP 2.

1. If the matter is not mutually resolved during the Step 1 Fact-Finding Process or the Step 1 Fact-Finding procedure has been waived, the grievant may submit the matter in writing to the . Supervisor of the Step 1 official. In cases of grievances from Letters of Reprimand, the grievance will be filed with the supervisor of the issuing official. .
2. The Step 2 grievance must be presented to the grievant's second-line supervisor or equivalent within twenty (20) calendar days from the date of receipt of the MFR regarding the Step 1 Fact-Finding Process, unless otherwise specifically provided in this Agreement.
3. The written grievance will state the nature of the complaint or issue, names of individuals involved, evidence and where it can be located, the relief (corrective action) requested by the grievant, and be signed by the grievant or their personal representative.
4. In cases of grievances concerning technical determinations and actions by the CPAC/CPOC, the Step 2 grievance will be submitted through the appropriate CPAC Representative for a recommendation.

5. The individual receiving the Step 2 grievance will meet with the grievant(s) and the grievant's representative within ten (10) calendar days of receipt of the grievance in a mutual effort to resolve the grievance.
6. A written Step 2 decision will be given to the grievant within twenty (20) calendar days following submission of the Step 2 grievance and shall indicate to the individual the appropriate official to receive the next step, if the grievance is further pursued.

c. STEP 3.

1. If the grievance is not resolved at Step 2, the grievant may, within twenty (20) calendar days after receipt of the written Step 2 decision, submit the grievance to the supervisor of the Step 2 official. In cases of grievances from disciplinary actions other than Letters of Reprimand, the grievance will be filed with the supervisor of the deciding official.
2. In cases of grievances concerning technical determinations and actions by the CPAC/CPOC, the Step 3 grievance will be submitted through the appropriate CPAC representative for a recommendation.
3. The Step 3 submission will include the written material at Step 2 and written reasons why the Step 2 decision was not acceptable. The grievant may request a personal meeting with the 3<sup>rd</sup> Step official, which may be granted or denied by that official. Issues not presented at Step 2 will not be considered at Step 3.
4. The 3<sup>rd</sup> Step official will review the record of the case, investigate as necessary, and give the employee a written decision within thirty (30) calendar days after receipt of the Step 3 grievance.

## SECTION 12. EXCEPTIONS.

Grievances that result from formal letters of reprimand must be initiated at Step 2 of the grievance procedure not later than twenty (20) calendar days from the date the letter is received by the employee. The Step 2 grievance will be filed with the supervisor of the official who issued the letter of reprimand. Grievances that result from suspensions of fourteen (14) calendar days or less must be initiated at Step 3 of the grievance procedure not later than twenty (20) calendar days from the date the decision notice is received by the employee. The Step 3 grievance will be filed with the supervisor of the official who issued the decision on the suspension. Grievances that result from actions that may, at the employee's option, be raised under a statutory appellate procedure or the negotiated grievance procedure, if processed through the negotiated grievance procedure, must be initiated at Step 3 of the negotiated grievance procedure not later than twenty (20) calendar days from the date the decision notice is received by the employee.

## SECTION 13. EMPLOYER/UNION FILED GRIEVANCES.

- a. A Union grievance will be submitted by the Union through the procedure prescribed in Section 11 or at the Union's option at Step 3. If submitted directly at Step 3, such submission must be within thirty (30) calendar days from the date the grievant became aware of the act or occurrence which caused the grievance.

- b. An Employer grievance will be submitted by the Employer to the Union directly at Step 3 within thirty (30) calendar days from the date the grievant became aware of the act or occurrence that caused the grievance.
- c. Any charge by one of the parties that the other party violated 5 USC Section 7116, may be submitted under this grievance procedure or as an unfair labor practice, but not both.

## **ARTICLE 11. ALTERNATE DISPUTE RESOLUTION**

### **SECTION 1. POLICY.**

It is agreed that the Negotiated Grievance Procedure (NGP) under Article 10 of this Agreement is the exclusive avenue for addressing grievances; however it is recognized that Alternate Dispute Resolution (ADR) is an important element of successful Partnership efforts and will jointly support the growth of this concept. The Parties may agree to use a variety of ADR procedures to try to resolve differences in a non-adversarial method. The goal of ADR is to resolve problems promptly, in a WIN/WIN manner through no fault settlement agreements developed mutually by the parties in dispute. Issues may include grievances, labor-management disputes and negotiation disputes. The parties will work collectively to establish guidelines for and to administer the ADR program.

### **SECTION 2. TIME LIMITS.**

When the Parties elect to use ADR, time limits of the formal grievance procedure (2<sup>nd</sup> Step and 3<sup>rd</sup> Step) will be extended in accordance with the provisions below.

- a. The request for ADR and extension of time limits will be in writing and filed with the appropriate supervisor and Labor Relations Specialist within seven (7) calendar days of the 1<sup>st</sup> or 2<sup>nd</sup> Step decision, as appropriate.
- b. Management will provide a response to the employee's representative for the ADR request within seven (7) calendar days of receipt.
- c. When ADR is mutually agreed upon, the parties will meet within seven (7) calendar days of the response to initiate the formal ADR procedures under Section 3 of this Article. When ADR is not agreed upon, the grievance will continue at the appropriate step of the formal grievance procedure and must be filed within seven (7) calendar days of the response.
- d. When a third party mediator is utilized and additional time is necessary, an extension of time limits not to exceed ten (10) calendar days will be permitted for the parties to initiate ADR procedures. If further time is necessary, such additional extension must be mutually agreed upon by both parties. All extensions and approvals will be in writing.

### **SECTION 3. FORMAL ADR PROCEDURES.**

- a. At any stage of the grievance procedure either party may seek to resolve the conflict by requesting the use of ADR techniques. This may or may not include the use of a mediator. ADR will only be used if both the grievant and management official involved mutually agree to it. If

ADR is unsuccessful, then the grievance will resume at whatever step it was at prior to the mediation session.

- b. If a mediator is used, the parties will select a mutually acceptable neutral party from available resources. The Labor Relations Specialist will assist in identifying available resources.
- c. The party raising the dispute will speak first and relate their view of the situation without interruption. The respondent will follow with relevant remarks and appropriate factual information.
- d. Upon completion of initial remarks by both parties, the mediator, if used, or the party's representatives may ask questions regarding any of the information related. The parties should fully and freely discuss all issues and relevant concerns in an effort to reach a mutually agreeable solution. When a mediator is utilized, the mediator will facilitate the discussion and assist the parties in identifying solutions.
- e. The mediator may meet privately with each individual, as appropriate. Information during such private meetings will be kept confidential if either party so desires.
- f. The management official and grievant will decide upon a resolution. When a resolution is reached, the mediator/representative will assist in developing a Memorandum for Record (MFR) that will be signed by the parties. The MFR will be confidential, should address the issue(s) or particular aspects of the issue(s), will be in compliance with laws, rules, regulations, the Collective Bargaining Agreement and will not set a precedence.
- g. When there is no resolution as a result of the ADR, management will issue a memorandum indicating that resolution was not reached. The grievance will continue at the appropriate step grievance procedure and must be filed within seven (7) calendar days of receipt of the memorandum.
- h. An alleged breach of the resolution MFR will be provided by the alleging party in writing to the Union President and CPAC Director within fourteen (14) calendar days of the alleged breach. The CPAC Director and Union President will convene a meeting with all parties involved within twenty (20) calendar days of receipt of the allegation. If the allegation cannot be resolved, the alleging party may proceed with the next appropriate step in the grievance process.

## **ARTICLE 12. ARBITRATION**

Once a 3<sup>rd</sup> Step decision has been issued, the Union has sole authority over employee-filed grievances. For purposes of this section, "party and/or parties" shall refer to the Union and/or Management.

### **SECTION 1. TIME LIMITS.**

- a. In the event that the grievance is not settled at the 3<sup>rd</sup> Step, either management or the union may invoke arbitration within thirty (30) calendar days following the receipt of the 3<sup>rd</sup> Step decision. The notice to invoke arbitration must be in writing and filed with the Activity Director or Union President regardless of whether or not ADR is requested.
- b. When ADR is requested, the request for ADR will be submitted in writing to the Activity Director

or Union President during this thirty (30) day period. The other party must respond to this ADR request in writing within seven (7) calendar days. If both parties agree to ADR, they shall have thirty (30) calendar days from the date the ADR is mutually agreed upon to complete the ADR process. Additional time, if agreed upon, may not exceed ten (10) calendar days.

- c. If the matter is not resolved through ADR, arbitration procedures under section 2 of this Article will be followed.

## SECTION 2. ARBITRATION PROCEDURES.

- a. Request for Arbitrator List. Within fourteen (14) calendar days after arbitration has been invoked, regardless of whether or not ADR is requested, the Employer shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) impartial persons qualified to act as arbitrators. The parties will meet within fourteen (14) calendar days after receipt of such list to select an arbitrator in accordance with paragraph c below.
- b. Request for Alternate List. If the parties mutually agree, a second list may be requested from the FMCS.
- c. Selection Procedures. A representative of each party will write on a piece of paper an arbitrator's name. Without disclosing that name to the other party, a third person will compare names. If the names are not the same, the parties will proceed with a coin toss to alternately delete one arbitrator's name from the list of seven (7) until one (1) name remains on the list. The winner of the coin toss has the option to make the first deletion or defer from making the first deletion from a list of arbitrators. The remaining person will be the duly selected arbitrator. If, for any reason, either party refuses to participate in the selection of an arbitrator, the other party may then select any person from the FMCS roster to be the duly selected arbitrator.

## SECTION 3. ARBITRATION EXPENSES.

All fees and expenses of the arbitration will be shared equally by the Employer and the Union. Costs of witnesses, other than as provided in Section 8 of Article 10, shall be borne by the party requesting the appearance of said witnesses. Arbitration hearings shall be held during the regular day shift hours of the basic workweek (Monday through Friday) in facilities on the Installation provided by the Employer. Normally a transcript will not be required. However, it is understood that in certain situations, a transcript may be of benefit to both parties. When both parties agree that a transcript is of benefit and one is later taken, then the parties will share the cost of such transcript. If either party feels they do not need a transcript, the party requesting the transcript will pay for the cost of the transcript. If the party not requesting the transcript later requests access to the transcript, the party shall be required to pay the cost of a transcript.

## SECTION 4. ARBITRATION ISSUES.

Prior to the notification of the selection of a specific arbitrator, the parties shall meet for the purpose of defining the issues to be arbitrated. Issues not included in the Step 3 consideration will not be subject to arbitration. If an agreement can be reached on the issues to be arbitrated, a copy of the Agreement, the grievance, and the decision at each step, and any other information as agreed to by the parties, shall be

forwarded to the arbitrator. If the parties do not agree, either or both parties may forward a separate brief to the arbitrator. In this case, the arbitrator will then determine the issues to be arbitrated. Nothing in this Section shall be a basis for deferring or canceling the arbitration hearing.

#### SECTION 5. LIMITATION ON AUTHORITY OF ARBITRATOR.

The arbitrator shall not have the authority to change, alter, amend, modify, add to or delete from this Agreement, as such right is the sole prerogative of the contracting parties.

#### SECTION 6. STANDARDS OF PROOF.

With respect to actions taken under Sections 4303, 7503 and 7512, 5 USC, the arbitrator shall be governed by the standards of proof in 5 USC, Section 7701(c)(1). The arbitrator shall use the definitions of “substantial evidence,” “preponderance of evidence,” and “harmful error” found in 5 CFR 1201.56(c) when deciding grievances involving actions taken under 5 USC Sections 4303, 7503, or 7512. To the extent management bases its penalty decision on factors outlined in Douglas v. Veterans Affairs, said factors will also be considered by the arbitrator in reaching his or her decision.

#### SECTION 7. ARBITRATOR’S DECISION.

The arbitrator's decision shall be furnished to the Employer in writing, with a copy to the Union. Such decision shall be final and binding on all parties concerned, except when overturned or modified by the Federal Labor Relations Authority acting upon an exception filed by either party.

#### SECTION 8. EXCEPTION TO ARBITRATOR’S DECISION.

Either party may file an exception to the arbitrator's decision with the Federal Labor Relations Authority under the regulations prescribed by the Authority. In the event an Arbitrator's decision is appealed by either party to the Authority, that decision shall be held in abeyance until the final ruling of the Authority is received.

### **ARTICLE 13. HOURS OF WORK**

**(For Registered Nurses, see Addendum)**

#### SECTION 1. ADMINISTRATIVE WORKWEEK.

A period of seven (7) consecutive days beginning at 0001 hours on Sunday and ending at 2400 hours the following Saturday constitutes an administrative workweek. The administrative workweek consists of the regularly scheduled tour of duty and the regular days off. Tour of duty refers to the hours of the day, and the days within the administrative workweek during which the employee is required to perform services on a regular, repetitive basis. (See Addendum for Registered Nurses)

NOTE: The parties agree that employees participating in an authorized Alternative Work Schedule Plan are excluded from coverage of Section 2 of this Article.

## SECTION 2. REGULAR TOURS OF DUTY.

The Employer reserves the right to establish tours of duty and assign individual employees or groups of employees to those tours of duty. The regular tour of duty for civilian employees is normally scheduled as eight and one-half (8 ½) or nine (9) hours daily over a five (5) day period with an unpaid meal period. The length of the unpaid meal period will be determined by the Activity Director/Commander and will be not less than thirty (30) minutes in length nor more than one (1) hour in length depending on mission requirements and operational considerations.

## SECTION 3. IRREGULAR TOURS OF DUTY.

The Employer reserves the right to schedule irregular tours of duty. Irregular tours of duty may be established when a regular tour of duty would handicap the performance of a function. The following requirements will be observed in establishing such tours:

- a. The basic tour of duty may in no case, be spread over more than six (6) days.
- b. Wherever possible, two (2) consecutive days off shall be provided.
- c. Normally, no break of more than one (1) hour shall be scheduled in any basic workday.
- d. Non-workdays shall be staggered when it is necessary to provide six (6) or seven (7) day coverage.

## SECTION 4. ALTERNATIVE WORK SCHEDULE (AWS) PROGRAM.

The Fort Riley Alternative Work Schedule (AWS) Program as set forth in Fort Riley Regulation 690-9 is a voluntary program designed to offer civilian employees a flexible work schedule or a compressed work schedule. Broad use of an AWS allows Federal employees to better balance effectiveness and job satisfaction, while decreasing turnover rates and absenteeism. Activity Directors who determine that the implementation would result in reduced productivity, diminished customer service, increased operational costs or other adverse impact, may decline establishment of or terminate their existing AWS program.

## SECTION 5. CHANGES IN TOURS OF DUTY.

- a. Tours of duty for individual employees or groups of employees may be adjusted as required to allow for attendance at required training. Whenever possible, a fourteen (14) calendar day notice will be given when a change in tour of duty is made for training purposes.
- b. At least fourteen (14) calendar days advance notice will be given for changes to tours of duty except when the Employer determines that (a) an activity would be seriously handicapped in carrying out its functions, or (b) that costs would be substantially increased. This fourteen (14) calendar day advance notice period may be waived by agreement of the parties for employee-initiated changes or changes the parties deem advantageous to the parties.
- c. Where multiple and/or rotating tours of duty are in effect in a work unit, employees will normally

be rotated between more desirable and less desirable tours of duty, except under the following circumstances:

1. At the employee's own request, the employee may be assigned to a less desirable tour of duty on a continuing basis when such assignment is acceptable to the supervisor and other affected employees of the unit; or
2. When a specific tour of duty is established as a condition of employment for an employee or employees.

#### SECTION 6. MEAL PERIODS.

- a. Paid Meal Periods. When three (3) 8-hour shifts are in operation and a twenty (20) minute paid meal period is in effect for any one particular shift, the meal period will be considered duty time. To insure adequate coverage of their respective sections, employees must spend this paid meal period in their work area.
- b. Unpaid Meal Periods. Except where paid meal periods are in effect, employees shall receive an unencumbered meal period of thirty (30) minutes or more. It is recognized that unpaid meal periods are times in which employees are entirely free of duty in connection with their jobs. The appropriate supervisor may require an employee to change their normal meal period if the employee's work assignment requires the employee's constant attention or availability on the job. If it is necessary to require a change in the meal period, the appropriate supervisor will normally reschedule the non-paid meal period within a period one (1) hour prior to or one (1) hour after the regular scheduled meal period. In the event the appropriate supervisor requires the employee to forego the meal period, the time worked by the employee in excess of eight (8) hours in a day shall be considered overtime.

#### SECTION 7. REST PERIODS.

Employees will normally be allowed short rest periods that may not exceed fifteen (15) minutes during each four (4) hours of continuous work. The rest period will normally be scheduled as near the middle of the four (4) hour period as possible, or as otherwise determined by the supervisor (or other person authorized to adjust break schedules). Rest periods may not be used to extend the meal period or to shorten the workday and are not cumulative.

#### SECTION 8. INCIDENTAL DUTIES.

Incidental duties directly connected with the performance of a given job are considered assigned duties, and time spent in their performance is to be included in the scheduled working hours. This includes time spent in travel to and from worksite, if worksite is different from the point to which an employee must report to work. Time required for securing, returning, housekeeping, storage and protection of Government property, tools, and equipment is also considered duty time. Consistent with the nature of the work performed, supervisors will allow employees a reasonable amount of time, normally five (5) to ten (10) minutes, to remove toxic, hazardous and other objectionable materials prior to the meal and at the end of the workday.

#### SECTION 9. MANAGEMENT-DIRECTED MEETINGS.

Employees who are directed to attend functions such as safety meetings during other than their regular work schedule, shall receive compensation in accordance with appropriate regulations. Employees attending such meetings and whose attendance is not directed by management are not entitled to compensation under this provision.

#### SECTION 10. ELECTRONIC DEVICES

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

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

### **ARTICLE 14. HOLIDAYS**

#### SECTION 1. PRESCRIBED HOLIDAYS.

Eligible employees will be entitled to holidays prescribed by Federal law and those that may be designated by Executive Order. Holidays will be observed in accordance with applicable Office of Personnel Management and Department of the Army Civilian Personnel Regulations.

#### SECTION 2. NOTICE.

It is mutually agreed that work on legal holidays or observed legal holidays will be held to a minimum consistent with mission requirements. When work is to be performed on a holiday, every effort will be made to provide two (2) weeks notice to the affected employees.

#### SECTION 3. WORK ASSIGNMENT DURING HOLIDAYS.

Where applicable, a rotational system will be established whereby every employee within an organizational unit will be given the opportunity to participate in holiday work assignments on an equitable basis, insofar as the requirements of the mission will permit, and in accordance with skills required. The supervisor will maintain a suitable record of holiday work. This record will be made available in case a complaint arises concerning the equitable distribution of holiday work.

### **ARTICLE 15. OVERTIME AND PREMIUM PAY**

**(For Registered Nurses, see Addendum)**

## SECTION 1. DEFINITIONS.

- a. Overtime. Authorized time spent in excess of eight (8) hours a day or forty (40) hours in an administrative workweek will be considered overtime work. Fifteen (15) minutes is the minimum period of overtime that can be authorized.

NOTE: Specific information and requirements pertaining to the overtime provisions are published in 5 USC, 5 CFR, and the Fair Labor Standards Act.

NOTE: The parties agree that the following definition of overtime applies, rather than the definition in the first sentence of Section 1 of this Article, to employees participating in an Alternative Work Schedule Plan: "Overtime for employees participating in an authorized Alternative Work Schedule Plan is that worktime in excess of eight (8) hours in a day or (forty) 40 hours in a week that is specifically ordered and approved by management." Pursuant to 5 USC § 6128, employees participating in a compressed work schedule will receive overtime pay only for hours worked in excess of the compressed schedule (i.e. hours worked in excess of eighty (80) hours in a given pay period).

- b. Premium pay. Premium pay includes overtime pay, night pay (General Schedule), night shift differential (Wage Grade), holiday pay, standby duty pay (to include regularly scheduled), and pay for Sunday work. The Employer agrees to publish timely information concerning premium pay on a continuing basis. This will include information concerning entitlement requirements, pay rates, premium pay, and other pertinent pay information. This information will be published through media deemed appropriate by the Employer.

## SECTION 2. OVERTIME CATEGORIES.

For the purposes of this Article the parties agree that overtime falls into the following general categories:

- a. Scheduled Overtime is officially ordered and approved overtime for which the requirement to perform overtime work is known far enough in advance that employees are given at least one week advance notice.
- b. Unscheduled Emergency Overtime is overtime work necessitated by a pressing necessity, sudden or unexpected occurrence or condition calling for immediate action. Such may include, but are not limited to: situations where danger to property and/or health exist; new and/or unexpected mission requirements calling for immediate action; special mission requirements requiring immediate response, such as alerts. Employees may be required to work Unscheduled Emergency Overtime as determined by an appropriate official.
- c. Unscheduled Non-emergency Overtime is overtime work not meeting the definitions in 2a and 2b above, for which less than (1) one-week advance notice is given. A reasonable effort will be made to provide notice to employee(s) by close of business Thursday when the overtime involves the next Saturday, Sunday, or Monday holiday. A reasonable effort shall be made to provide at least (1) one-day notice to employees at all other times.

### SECTION 3. NOTICE TO WORK OVERTIME.

The Employer agrees that it is important to give employees as much advance notice as possible of requirements for them to work overtime. Employees will be notified of the necessity for overtime work as soon as possible after establishment of firm requirements and obtaining approval thereof. The Employer agrees to make reasonable efforts to provide at least (1) one-week advance notice of the requirement to perform overtime work.

### SECTION 4. OVERTIME ASSIGNMENTS.

The Employer retains the right to determine who will perform overtime work. When such work is performed by members of the bargaining unit, it will normally be distributed among full performance level employees according to mission requirements, expertise, medical fitness, and employees' shift and job within their shop or office. As a general rule, first consideration will be given to those employees who meet the basic criteria, are currently assigned to the job and who volunteer for the overtime work assignment. Second consideration will be given to other employees currently assigned to the job. Third consideration will be given to other employees qualified to do the job. The supervisor shall maintain suitable overtime records and shall not assign overtime work to employees as a reward or penalty. Unless otherwise indicated by the Employer, employees must obtain supervisory approval before working any periods of overtime and/or receiving compensatory time off in lieu of overtime.

### SECTION 5. RELIEF FROM OVERTIME.

The Employer agrees that consideration will be given to requests of employees for relief from a required overtime assignment. In addition to workload and other appropriate considerations, the supervisor's decision to approve or disapprove the employee's request will include consideration of the employee's stated hardship(s), expressed desires and personal convenience, and the availability of qualified volunteers. An employee's performance rating shall not be lowered solely because the employee requests relief from overtime work.

### SECTION 6. COMPENSATORY TIME

- a. In accordance with 5 CFR 550.114; 5 CFR 551.531; and 5 USC 5543(a)(1) compensatory time is authorized for General Schedule and Wage Grade employees in lieu of payment of overtime. Employees earning the equivalent of GS-10, Step 10 pay or lower may request/elect compensatory time for earned overtime payment. Employees earning more pay than the equivalent of a GS-10, Step 10 may be required to take compensatory time in lieu of overtime payment.
- b. Employees participating in an AWS program, who voluntarily request and are granted compensatory time off in lieu of overtime pay for overtime work are responsible to cooperate with their supervisors in scheduling and using this time within 26 pay periods.

### SECTION 7. CALLED IN OVERTIME.

An employee who is called in to perform irregular or occasional overtime work at a time when work is

not scheduled will be paid at the appropriate overtime rate. If at least two (2) hours remain prior to the beginning of the employee's next scheduled work shift, the employee shall be paid a minimum of two (2) hours of pay regardless of whether the services can be utilized. (See Addendum for Registered Nurses)

#### **SECTION 8. GRIEVANCES ON OVERTIME.**

Any complaint or disagreement on the fair and equitable distribution of overtime between employees shall be processed in accordance with Article 10, Grievance Procedure.

### **ARTICLE 16. ENVIRONMENTAL AND HAZARD DIFFERENTIAL PAY**

#### **SECTION 1. COVERAGE.**

When the Union considers a local work situation to warrant coverage under payable categories of Appendix J, FPM Supplement 532-1; or Appendix A, Part 550, 5 CFR, in addition to those officially identified, it will notify the Civilian Personnel Advisory Center (CPAC), in writing, of the title and location of the position(s) and nature of the exposure so as to show clearly that the hazard, physical hardship, or working condition which results from that exposure, is of an unusual nature. Within twenty-one (21) calendar days (unless an extension is requested) of the receipt of the Union's position, the parties will meet for the purpose of representing their positions on the issue. The CPAC representative, will issue a written decision within fourteen (14) days of the meeting.

#### **SECTION 2. GRIEVANCE APPLICABILITY.**

If the decision of the CPAC representative, on the matter is not acceptable to the Union, the Union may file a Step 3 grievance by submitting a written grievance to the Civilian Personnel Officer. The written grievance must state which procedures the Union feels were not properly followed and why the Union feels the decision is not correct. The provisions of the negotiated grievance procedure (Article 10 - Grievance Procedure) become fully applicable beginning with the written (Step 3) grievance level. The decision official at Step 3 will be the Civilian Personnel Officer.

#### **SECTION 3. ESTABLISHING ADDITIONAL CATEGORIES.**

When the Union or the Employer considers that there is a need to establish additional categories to Appendix J, of FPM Supplement 532-1; or Appendix A, Part 550, 5 CFR, for which an environmental differential or hazard differential should be paid, it will notify the other party, in writing, of the requested changes and include information to show clearly that: (1) the hazard, physical hardship, or working condition which results from that exposure is of an unusual nature; (2) the degree to which the employee is exposed to the hazard, physical hardship, or working conditions; (3) the period of time during which the exposure will continue to exist; (4) the degree to which control may be exercised over the physical hardship, hazard, or working condition; and (5) the rate of environmental differential recommended to be established. Within (twenty-one) 21 calendar days of the receipt of the request, the parties will meet for the purpose of developing a joint request to establish the new category. If the parties cannot agree upon a joint request, they may prepare individual positions for transmittal by the Employer through Department of the Army channels to the Office of Personnel Management for approval/disapproval.

#### SECTION 4. TERMINATION OF ENVIRONMENTAL DIFFERENTIAL PAY.

The Employer shall inform the Union, in writing, in advance of changing the pay of employees affected by a determination that a job or jobs are no longer entitled to environmental differential pay.

### **ARTICLE 17. TRAVEL AND PER DIEM**

#### SECTION 1. OVERTIME ENTITLEMENTS.

When a member(s) of the bargaining unit covered by this Agreement are required to travel away from the official duty station, the member(s) shall receive overtime compensation, travel pay, and per diem in accordance with the applicable regulations, laws and/or directives.

#### SECTION 2. PROCEDURES.

- a. Travel Orders. Normally, employees shall receive travel orders sufficiently in advance to insure that arrangements/requests for transportation and lodging can be made during working hours.
- b. Use of Government Travel Card. All authorized users of a Government Travel Card must utilize such card for covered expenses in accordance with local policy and procedures.
- c. Settlement Voucher. Upon return from authorized Temporary Duty (TDY), employees must file travel settlement vouchers in accordance with Army and local policies.

#### SECTION 3. SCHEDULING OFFICIAL TRAVEL.

- a. The Employer agrees to allow the employee(s) to schedule and arrange for travel to occur within each employee's standard workweek, to the extent practicable, consistent with mission requirements, efficiency and economy.
- b. The provisions of this Article in no way preclude the Employer from scheduling travel arrangements for employees that is most cost efficient to the government and reduces overtime.
- c. The parties agree that disputes arising under this Section may be adjusted through the use of the grievance procedure provided in Article 10 of this Agreement.

#### SECTION 4. GOVERNMENT QUARTERS.

The parties agree that where adequate quarters are authorized, employees will be required to utilize those quarters while in TDY status or may be required to forfeit the per diem equivalent to that authorized for quarters. Determination as to adequacy of quarters shall be accomplished in accordance with current criteria and shall be the responsibility of the Housing/Billeting Officials at the TDY location. If adequate government quarters are not available, employees shall be entitled to such reimbursement as is provided by appropriate regulation or directive.

## **ARTICLE 18. ANNUAL LEAVE**

### **SECTION 1. POLICY.**

- a. The use of annual leave is a right of the employee subject to the approval of the supervisor or designated alternate. In addition to workload considerations, the Employer's decision to approve or disapprove annual leave will involve considerations of the employee's expressed desires and personal convenience.
- b. When employees can be spared from their duties, annual leave will be granted freely for personal or emergency purposes.
- c. Although the use of annual leave is a right of an employee, management makes the final decision on when it is to be used. For this reason, the use of annual leave is subject to prior approval. Retroactive approval may be given when the case warrants it.
- d. Employees may not assume, however, that a mere report of absence will always result in approval. Failure to secure the proper approval may result in the time being charged to absence without leave.
- e. It is an employee's responsibility to secure leave approval prior to taking their leave. Supervisors are responsible to respond to leave requests in accordance with this Article. If a supervisor fails to respond within prescribed time limits, the employee may seek leave approval from the next higher-level supervisor.

### **SECTION 2. EMERGENCY ANNUAL LEAVE.**

Employees working on rotating shifts will notify their supervisor, or designated alternate, of the need for emergency leave as early as possible, normally at least two (2) hours prior to beginning their work shift. Employees not working on rotating shifts will notify their supervisor of the need for emergency leave as near the beginning of their regular tour of duty as possible. Approval of such leave will be requested from the supervisor, or designated alternate. Requests for emergency leave should be submitted with as much advance notice as reasonably possible. Employees must submit a Standard Form (SF) 71 or other acceptable leave form covering the emergency absence within two (2) working days from the employee's return to duty.

### **SECTION 3. ANNUAL LEAVE SCHEDULES.**

Annual leave schedules will be established in January of each year to insure that all employees are given an opportunity for a reasonable vacation and to use any leave they would otherwise forfeit. The standard period for vacation leave is two (2) consecutive weeks; however, with supervisory approval, leave periods of more or less than two (2) weeks may be scheduled. Employees will be notified by the supervisor not later than 15 February of any problems arising from the initial leave schedules and appropriate action will be taken promptly to resolve the problems. After 31 January through the end of the leave year, the order of preference for scheduling annual leave is that the earliest submitted request or schedule has preference.

#### SECTION 4. REQUESTING AND APPROVING ANNUAL LEAVE.

- a. Annual leave will be submitted on Standard Form 71 or other appropriate medium as determined by the supervisor. A response indicating approval/disapproval will be returned to the employee within the time limits prescribed below. Reasonable advance notice for three (3) days or less of annual leave will be considered to be a minimum of one (1 1/2) and a half work days; for more than three (3) days, it will be considered to be a minimum of five (5) workdays. For requests of three (3) days or less, the supervisor will inform the employee as to approval or disapproval of the requested leave within one (1) workday after receipt of the request. For requests of more than three (3) days, the supervisor will inform the employee as to approval or disapproval of the requested leave within three (3) work days after receipt of the request.
- b. When conflicts in scheduling leave occur between bargaining unit employees and the conflict cannot be resolved by mutual agreement, the conflict will be resolved by the following:
  1. The employee who submits their leave request earliest will have priority.
  2. If a conflict still exists, the employee with the longest computation date as provided on the SF 50 shall have priority. However, with respect to leave during the two-week period encompassing the Christmas and New Year's holidays, an employee may not assert this priority in consecutive (i.e., back-to-back) calendar years. This shall not prevent employees from taking leave during this period in consecutive years when no conflict exists.
- c. A practice of regularly scheduling brief periods of annual leave (less than one (1) week), i.e., every Friday or Monday off, will not be permitted if it prevents another employee from scheduling a vacation period.

#### SECTION 5. ADVANCED ANNUAL LEAVE.

Subject to management approval, annual leave to be accrued during the leave year will be made available to the employee upon their request. When it is anticipated that an employee will retire or separate during the year, that employee will be advanced annual leave equal to that expected to be accrued.

#### SECTION 6. SUPERVISORY AUTHORITY TO SCHEDULE USE/LOSE LEAVE.

Use or Lose annual leave will be scheduled, requested and approved no later than the beginning of the third pay period prior to the end of the leave year to prevent forfeiture. When an employee declines or fails to schedule for use, in accordance with this Article, annual leave that would otherwise be subject to forfeiture at the end of the leave year, the supervisor may bring the matter to the attention of the employee. If after such action, the employee fails to schedule the excess annual leave, the supervisor has the authority to schedule when the employee will use the excess annual leave.

#### SECTION 7. EMPLOYER'S RIGHT TO CANCEL ANNUAL LEAVE.

The Employer reserves the right to cancel previously scheduled annual leave to meet legitimate mission requirements when, in the supervisor's judgment, circumstances necessitate such action. The supervisor

will notify the employee as early as practicable when situations develop that require rescheduling or cancellation of leave and will provide the employee specific reasons as to the need for these actions. Employees whose leave is canceled under this Section may reschedule their leave.

#### SECTION 8. LEAVE TRANSFER PROGRAM.

Fort Riley has established a Leave Transfer Program under which the unused accrued annual leave of one Department of the Army employee may be transferred for use by another Department of the Army employee for use by a Department of the Army employee who needs such leave because of a medical emergency. The procedures governing the administration of this program are contained in Fort Riley Regulation 690-3.

### ARTICLE 19. SICK LEAVE

#### SECTION 1. POLICY.

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

#### SECTION 2. DEFINITIONS.

For the purposes of this Article the following definitions apply:

**“Family Member”** for sick leave purposes includes the following relatives of the employee: (a) spouse and parents thereof; (b) children, including adopted children, and spouses thereof; (c) parents; (d) brothers and sisters, and spouses thereof; and (e) any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

**“Serious Health Condition”** has the same meaning as found in OPM’s regulations at 5 CFR 1202 for administering the Family and Medical Leave Act of 1993 (FMLA). The term “serious health condition” is not intended to cover short-term conditions for which treatment and recovery are very brief. The common cold, the flu, earaches, upset stomach, headaches (other than migraines), routine dental or orthodontia problems, etc., are not serious health conditions unless complications arise.

**“Health Care Provider”** means--(1) A licensed Doctor of Medicine or Doctor of Osteopathy or a physician who is serving on active duty in the uniformed services and is designated by the uniformed service to conduct examinations under this subpart; (2) Any health care provider recognized by the Federal Employees Health Benefits Program or who is licensed or certified under Federal or State law to provide the service in question; (3) A health care provider as defined in paragraph (2) of this definition who practices in a country other than the United States, who is authorized to practice in accordance with the laws of that country, and who is performing within the scope of his or her practice as defined under such law; (4) A Christian Science practitioner listed with the First Church of Christ, Scientist, in Boston, Massachusetts; or (5) A Native American, including an Eskimo, Aleut, and Native Hawaiian, who is recognized as a traditional healing practitioner by native traditional religious leaders who practices traditional healing methods as believed, expressed, and exercised in Indian religions of the American

Indian, Eskimo, Aleut, and Native Hawaiians.

### SECTION 3. EMERGENCY SICK LEAVE.

Employees requesting emergency sick leave will notify their supervisors or designated alternate by telephone or other means as early as possible, but no later than 30 minutes after the beginning of one's tour of duty. Employees working rotating shifts shall normally notify the shift supervisor as soon as possible but at least one (1) hour prior to their scheduled shift. Employees performing shift work such as nurses, ambulance section, police officers and fire fighters will normally notify their shift supervisors at least two (2) hours prior to their scheduled shift. Employees who expect their absences to last more than one (1) workday will inform their supervisors to permit adequate replacement or work scheduling by the Employer. The employee(s) will normally notify their supervisors of their status on each subsequent day of absence in the same manner as on the first day. Employees will make every reasonable effort to personally contact the supervisor or designated alternate when the need for sick leave arises.

### SECTION 4. GRANTING OF SICK LEAVE.

- a. Subject to paragraphs (b) through (f) of this section, the Employer must 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 by a medical or mental condition or attends to a family member receiving medical, dental, or optical examination or treatment;
  4. Provides care for a family member with a serious health condition;
  5. Makes arrangements necessitated by the death of a family member or attends the funeral of a family member;
  6. Would, as determined by the health authorities having jurisdiction or by health care provider, jeopardize the health of others by their presence on the job because of exposure to a communicable disease; or
  7. 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.
- b. The amount of sick leave granted to an employee during any leave year for the purposes described in paragraphs (a)(3) and (5) of the above section may not exceed a total of 104 hours for full-time employees. In the case of a part-time employee or an employee with an uncommon tour of duty the employee may use the number of hours normally accrued by that employee during a leave year.

1. An employee who is caring for a family member with a serious health condition under paragraph (a)(4) of this section may not use more than a total of up to 480 hours of sick leave during a leave year, subject to the limitation found in paragraph (c)(2) of this section. In the case of a part-time employee or an employee with an uncommon tour of duty the amount of sick leave equal to 12 times the average number of hours in their scheduled tour of duty each week.
  2. If, at the time an employee uses sick leave to care for a family member with a serious health condition under paragraph (c)(1) of this section, the employee has used any portion of the sick leave authorized under paragraph (b) of this section during that leave year, the agency must subtract that amount from the maximum number of hours authorized under paragraph (c)(1) of this section to determine the total amount of sick leave that may be used during the remainder of the leave year to care for a family member with a serious health condition. If the employee previously has used the maximum amount of sick leave permitted under paragraph (c)(1) of this section in a leave year, the employee is not entitled to use additional sick leave under paragraph (b).
  3. A full-time employee may use not more than a total of 480 hours of sick leave for all family care purposes under paragraphs (a)(3) and (5) of this section. A part-time employee or an employee with an uncommon tour of duty may not use an amount of sick leave equal to 12 times the average number of hours in the employee's scheduled tour of duty each week.
- c. For family care purposes as described in paragraphs (a)(3) and (5) of this section --
1. A full-time employee may use a total of up to 40 hours of accrued and accumulated sick leave without further regard to their sick leave balance. A part-time or an employee with an uncommon tour of duty may use a total up to the average number of their regularly scheduled administrative workweek.
  2. A full-time employee may use more than 40 hours of their accrued and accumulated sick leave up to the maximum provided by paragraphs (b) and (c) of this section only if they maintain a sick leave balance of at least 40 hours. An employee must maintain this balance during any period of time during which the employee is using more than their basic entitlement to sick leave under paragraph (d)(1) of this section. In the case of a part-time employee or an employee with an uncommon tour of duty the employee must maintain two (2) times the average number of hours in their regularly scheduled administrative workweek.
  3. The Employer may advance only the initial 40 hours of sick leave under paragraph (d)(1) of this section, or a proportional amount for an employee with a part-time or uncommon tour of duty. The Employer may not advance sick leave for the purpose of meeting the requirement to retain a minimum sick leave balance under paragraph (d)(2) of this section or, if the employee has the required minimum sick leave balance, for using additional sick leave as provided in paragraphs (b) and (c) of this section.

- d. To be granted any sick leave for the purposes described in paragraphs (a)(3) and (5) of this section during any leave year in an amount exceeding a total of 40 hours the employee concerned shall retain in their sick leave account a balance of at least 40 hours. In the case of a part-time employee or an employee with an uncommon tour of duty in an amount exceeding the average number of hours in the employee's scheduled tour of duty each week the employee must maintain an amount equal to twice the average of hours in the employee's scheduled tour of duty each week. No sick leave may be advanced under 5 U.S.C. 6307(d) for the purpose of meeting the requirement to retain a minimum sick leave balance or for using additional sick leave for the purposes described in paragraphs (a)(3) and (5) of this section when such use would otherwise cause the employee's sick leave balance to fall below the minimum required.
- e. When sick leave is granted to an employee under the condition specified in paragraph (d) of this section, the amount of sick leave retained in the employee's sick leave shall, in each instance, be at least equal to the minimum prescribed by paragraph (d) of this section after deducting the amount to be used for the purposes described in paragraphs (a)(3) and (5) of this section.
- f. If the number of hours in the employee's tour of duty is changed during the leave year, the employee's entitlement to use sick leave for the purposes described in paragraphs (a)(3) and (5) of this section shall be recalculated based on the employee's new tour of duty.

#### SECTION 5. ADVANCED SICK LEAVE FOR EMPLOYEES.

- a. The Employer may advance to eligible employees unearned sick leave not to exceed a total of 30 workdays in accordance with applicable regulations and under the following conditions:
  - 1. The employee's absence is for a serious illness or disability; and
  - 2. The employee furnishes acceptable written evidence from a physician or practitioner that the employee is expected to return to duty within a reasonable period.
- b. In order to ensure timely processing of advance sick leave requests, employees should submit their written requests for advanced sick leave to their supervisors prior to the pay period in which the advanced sick leave will be used. When possible, requests should be submitted at least five (5) working days in advance. Employees shall be advanced sick leave only to the amount of leave they will be able to pay back.

#### SECTION 6. MEDICAL CERTIFICATION.

- a. Employees may be required to furnish a medical certificate signed by a licensed physician or licensed medical practitioner to their supervisor within fifteen (15) calendar days after the date(s) of absence for any charge to sick leave in excess of three (3) consecutive workdays. Certificates should include nature of the illness, incapacity or reason for absence. In instances where the illness was not treated by a physician or other medical practitioner, the employee will submit a written statement with the completed SF-71. The statement will indicate why a physician was not seen such as: remoteness of area, nature of illness, or other specific reasons. In such cases, the supervisor may accept the employee's written statement in lieu of medical statement. If the

supervisor determines that the employee's written explanation is unacceptable, the supervisor may charge the absence to absence without leave or if appropriate and the employee so requests, to annual leave.

- b. When an employee is expected to be on extended sick leave (more than two (2) weeks), the employee may be required to furnish additional medical certification. The certificate shall be on the physician's official letterhead and contain the signature block and signature of the physician or other medical official, include the nature of the illness, incapacity or reason for absence, employee's expected dates of absence and/or date that employee may be expected to return to work.

#### SECTION 7. SICK LEAVE ABUSE.

- a. Supervisors are strongly encouraged to counsel employees on suspected sick leave abuse prior to issuing the requirement to provide medical certification for each absence charged to sick leave.
- b. When a supervisor suspects that an employee is abusing sick leave privileges, the supervisor will require the employee to provide a medical certificate which establishes incapacitation and a diagnosis of the illness to support all use of sick leave, no matter how brief the period. The supervisor will provide the employee, in advance, written notification that such medical documentation will be required for a period of time, not to exceed six (6) months, for all absences charged to sick leave. The requirement to provide medical documentation for absences due to illness is not a disciplinary action. Failure to provide the medical documentation as required may result in the absence being charged as absence without leave (AWOL).

#### SECTION 8. DENIAL OF SICK LEAVE.

Sick leave will not be denied based solely on failure to follow proper leave procedures. Failure to follow proper leave procedures will more appropriately be handled in accordance with Article 34 (Disciplinary Actions) of the Agreement.

### **ARTICLE 20. FAMILY & MEDICAL LEAVE**

#### SECTION 1. POLICY

The intent of this Article is to provide clarification of an employee's entitlements under the Family and Medical Leave Act (FMLA). The excerpts cited below are for the sole purpose of providing a reference point and does not constitute the entire Act.

#### SECTION 2. ENTITLEMENTS.

In accordance with 5 CFR Subpart L, Part 630.1201 through 1211 and FR Reg 690-16, an employee is entitled to a total of twelve (12) administrative workweeks of **unpaid leave** during any 12-month period for:

- a. The birth of a son or daughter and care of the newborn;
- b. The placement of a child with the employee for adoption or foster care;
- c. The care of the employee's spouse, son or daughter, or parent with a serious health condition; or
- d. A serious health condition of the employee that makes the employee unable to perform the essential functions of their position.

For definitions see Article 19, Sick Leave or 5 CFR, Subpart L.

The twelve (12) workweeks of unpaid leave are in addition to any annual, sick leave, or other paid leave or compensatory time off available to an employee, and an employee may choose to take FMLA leave in combination with any other available leave and is subject to supervisory approval.

### SECTION 3. PROCEDURES.

- a. An employee must invoke their entitlement to family and medical leave. **An employee may not retroactively invoke the entitlement.** However, if an employee and the employee's representative are physically or mentally incapable of invoking the employee's entitlement during the entire period the employee is absent from work for an FMLA-qualifying purpose, the employee may retroactively invoke their entitlement within two (2) workdays after returning to work. In such cases, the incapacity of the employee must be documented by written medical certification from a health care provider. The employee must also provide documentation acceptable to the agency as to why the representative was unable to contact the agency on behalf of the employee.
- b. Holidays that occur during the period in which the employee is on family and medical leave **may not** be counted toward the 12-week entitlement.
- c. An agency may not put an employee on family and medical leave and may not subtract leave from an employee's family and medical leave entitlement unless the agency has obtained confirmation from the employee that it is the employee's intent to invoke entitlement to leave.
- d. Employees must provide required written medical certification, signed by a healthcare provider, no later than fifteen (15) calendar days after the date the agency requests such medical certification. If it is not practicable under particular circumstances to provide the requested documentation, and the employee has made diligent, good faith efforts to comply, the employee must provide the information within a reasonable period of time under the circumstances involved, but no later than thirty (30) calendar days after the date the agency requested the information.
- e. At its own expense, an agency may require subsequent medical re-certification on a periodic basis, but no more than once every thirty (30) calendar days, for leave taken for purposes relating to pregnancy, chronic conditions, or long-term conditions.

- f. Employees who do not comply with notification requirements or provide medical certification signed by the health care provider are not entitled to medical and family leave.

## **ARTICLE 21. OTHER LEAVE**

### **SECTION 1. EXCUSED ABSENCE FOR BLOOD DONORS.**

- a. Employees are encouraged to volunteer as blood donors at an authorized blood donation program without compensation. When workload permits, an employee should be excused from work without charge to leave for the time necessary to donate blood, recuperate following blood donation, and travel to and from the donation site. The maximum excused time should not exceed four (4) hours, except in unusual cases. As a general rule, managers will grant the amount of time requested by an employee to donate blood, up to four (4) hours, unless workload does not permit or a manager suspects that an employee is abusing blood donation privileges. Managers may authorize an additional four (4) hours only if the employee must travel a long distance or experiences and unusual need for recuperation. However, requests for additional recuperation time will be supported by a doctor's certificate.
- b. When excused from work to donate blood, employees will only use the amount of time necessary, usually not to exceed four (4) hours, to donate blood, recuperate following blood donation, and travel to and from the donation site. Employees will not use any time excused for blood donation for personal reasons (such as scheduling/attending other appointments, shopping, or other activities not identified above). Employees who abuse blood donation privileges are subject to administrative and/or disciplinary action, as appropriate.
- c. Employees must obtain advance approval from the supervisor to donate blood in order to be granted this excused absence. If release from duty to donate blood cannot be granted due to workload concerns, the supervisor shall inform the employee when release would be appropriate.
- d. The four (4) hours of administrative leave, if taken, must be taken on the day of donating blood. Employees who are not accepted to donate blood must return to work or request appropriate leave from their supervisor.
- e. Employees may donate blood at blood donation centers near their place of residence. Employees who choose to do so will not be required to report to duty prior to using up to four (4) hours of administrative leave for blood donation and recuperation if doing so would not be cost-effective. However, employees who donate blood prior to reporting for duty must do so within one (1) hour of the beginning of the duty day. Time that exceeds this limit will be counted as annual leave.
- f. Upon their return to work, employees may be required to furnish documentation of their blood donation, signed by an official of the institution receiving the donation and indicating the date, time, and place of donation.

## SECTION 2. VOTING.

Employees scheduled to work on an election day who are eligible to vote in such election may be granted up to three (3) hours of voting leave, if applicable. Generally, where polls are not open at least three (3) hours either before or after an employee's regular work hours, an agency may grant limited amount of excused absence that will permit the employee to report for work three (3) hours after the polls open or leave from work three (3) hours before the polls close, whichever requires the lesser amount of time off. An employee's "regular work hours" should be determined by reference to the time of the day the employee normally arrives at and departs from work. Employees may only be granted an excused absence up to the amount that would allow the employee to have three (3) hours before or after the employee's regular work hours to vote. Employees who are in a leave status for any portion of election-day will not be granted excused leave for voting.

## SECTION 3. COURT LEAVE.

Court leave for service as juror or witness will be granted to the extent provided for by law and appropriate regulation. An employee summoned for jury duty or jury qualification shall promptly notify their supervisor so that arrangements may be made for absence from the activity. Such court leave time shall be limited to the time necessary. Upon completion of service, employee shall deliver to the Customer Services Representative (CSR), Directorate of Resource Management any fees, except reimbursements for meals, travel, lodging or other similar allowances, received from the court together with a signed jury card or other satisfactory evidence of the time served on such duties.

## SECTION 4. LEAVE FOR RELIGIOUS HOLIDAY.

Leave will normally be approved for any workday occurring on a religious holiday associated with the religious faith of an employee, unless the granting of such leave would adversely affect accomplishment of mission requirements.

## SECTION 5. LEAVE/WORK DURING ORGANIZATIONAL ACTIVITIES.

When the Employer schedules or effects a suspension of regularly scheduled work (i.e. organizational day) a reasonable effort will be made to provide work for employees choosing not to participate in the scheduled event. If work cannot be provided for such employees, annual leave may be advanced to the extent determined appropriate by the Employer, in accordance with applicable regulations.

## SECTION 6. ORGAN DONORS.

An employee may use up to seven (7) days of paid leave each calendar year to serve as a bone-marrow donor. An employee also may use up to thirty (30) days of paid leave each calendar year to serve as an organ donor in accordance with the Organ Donor Leave Act. Leave for bone marrow and organ donation is a separate category of leave that is in addition to annual and sick leave.

## **ARTICLE 22. HAZARDOUS DRIVING CONDITIONS**

### **SECTION 1. POLICY.**

The Employer and the Union agree that the provisions of this Article will apply during periods when weather conditions result in hazardous driving situations. Supervisors shall periodically instruct employees concerning Fort Riley policy as it applies to their particular activity.

### **SECTION 2. REPORTING/NONREPORTING REQUIREMENTS.**

- a. Emergency situations or hazardous weather conditions must be general in nature rather than personal in scope and impact in order to warrant the curtailment of Installation activities and the granting of excused absence to employees based on such curtailments. Therefore, except for excuses for brief periods of tardiness (1 hour or less) because of hazardous driving conditions, excused absence will not be granted to employees unless Installation activities are curtailed by announcement of a NONDUTY status as specified in this Article. Furthermore, the granting of excused absence will be limited to those employees who are not designated as Essential Personnel and to those situations where sufficient advance notice cannot be given to require employees to take annual leave.
- b. Supervisors should explain to employees that the granting of excused absence is based upon a decision of the Installation Commander to curtail activities because of situations that apply to all or most employees. The use of annual or sick leave (as applicable under Article 19) or leave without pay is appropriate, upon approval of the supervisor involved, when there are personal or individual situations that preclude employees from reporting to work when Installation activities are not curtailed (DUTY STATUS).
- c. All employees are to presume, unless otherwise notified, that Installation offices or activities will be open each regular workday regardless of any weather or other emergency conditions that may develop. Normally, employees are expected to be prepared to cope with difficult driving conditions. However, on occasion, emergency situations arise that are beyond the control of management or employees and that prevent employees from getting to work and/or necessitate the curtailment of Installation activities (announcement of NONDUTY STATUS OR LIMITED DUTY STATUS). The curtailment of Installation activities during hazardous weather conditions is intended to reduce hazards to health and the risks of excessive damage to Army or non-Army property, as well as to permit the maximization of efforts to clear Installation roadways and parking lots with a minimum of disruptions and interference to such operations.
- d. In order to reduce the number of nonessential personnel attempting to utilize Installation roadways during periods when Installation activities are curtailed due to hazardous weather conditions, those personnel who are, in fact, essential to continued Installation operations must be identified and informed of their status. Only those personnel necessary to perform functions that must be performed, regardless of weather conditions, should be identified as Essential Personnel. Examples are critical medical care, police communications/operations, fire protection, snow/ice removal, operations center (when actually required for operations), food service, or similar personnel.

### SECTION 3. IDENTIFICATION OF ESSENTIAL PERSONNEL.

Activities will identify, announce and post a roster of personnel designated as Essential Personnel. Essential personnel are defined as those personnel who perform duties that are essential to the continuity of medical facilities, public safety, protection of Government property, maintenance and operation of utility services, maintenance and performance of the mission of the Command and who are required to be at work regardless of emergency situation or any general dismissal authorization. Consideration will be given to excluding individual handicapped employees from such rosters at their request. The rosters will be reviewed periodically and the number of Essential Personnel maintained at the minimum level deemed necessary by the Activity Director/Commander.

### SECTION 4. APPROVED ABSENCES.

When there has been no announcement of NONDUTY STATUS OR LIMITED DUTY STATUS by the Installation Commander or designee, the Employer agrees to be liberal in granting annual leave during periods of adverse weather conditions consistent with operational requirements as further outlined in Section 5 below. The decision to grant annual leave in such situations still rests with the employee's supervisory chain. "Excused Absence" granted to nonessential personnel as a result of an announced delay in reporting for work by the Installation Commander or designee due to hazardous driving conditions will be granted to all nonessential personnel unless such personnel are otherwise in a previously approved leave status. However, any "excused absence" granted as a result of announced early release from work by the Installation Commander or designee due to weather conditions will be granted only to those employees present for duty.

### SECTION 5. USE OF ANNUAL LEAVE.

When the Installation, office, shop or activity is not closed, and/or arrival delay is not announced, but because of climatic conditions or because of hazardous conditions or closing of transportation arteries, i.e., roads, highways, bridges, it is impossible for some employees to report to work on time, the absence of these employees will be charged to annual leave, or other appropriate type leave if they have no annual leave to their credit.

## **ARTICLE 23. MEDICAL LIMITATIONS**

### SECTION 1. PURPOSE.

It is the intent and purpose of the parties to afford reasonable accommodation, when possible, to employees who have permanent and temporary medical limitations. Employees with permanent medical limitations (if qualified) must be afforded applicable rights under the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Amendment Act of 2008.

### SECTION 2. PERMANENT MEDICAL LIMITATIONS.

If an employee of the unit becomes permanently medically limited and is unable to perform the essential

duties and responsibilities of their position, the Employer will make a reasonable effort to place the employee in a vacant continuing position. The employee must be otherwise qualified for the position or, in accordance with applicable regulations, a waiver may be determined appropriate by the CPAC.

### SECTION 3. TEMPORARY MEDICAL LIMITATIONS.

If an employee of the unit becomes temporarily medically limited and is unable to perform the essential duties and responsibilities of their position, the Employer will make a reasonable effort to assign the employee to duties that the employee can safely be perform during the period of temporary medical limitation.

### SECTION 4. EMPLOYEE/SUPERVISOR RESPONSIBILITIES.

- a. Employee Responsibilities: An employee who has either a permanent or temporary medical limitation that impacts their ability to perform the essential duties of their position is responsible for submitting a request for reasonable accommodation to their supervisor. All requests must include, at a minimum, a doctor's statement specifying:
  1. The limitation(s) and recommended accommodation(s).
  2. The duration of the limitation. (For temporary limitation(s) the doctor's statement should include the expected date of full recovery).
  3. The essential requirement(s) of the position description the employee can no longer perform.
- b. Management Responsibilities
  1. Management shall coordinate with the CPAC and installation EEO Office in requesting medical information (SF 78, Certificate of Medical Examination, or similar documentation) to determine the reasonableness of the accommodation efforts and to document the accommodation efforts made on behalf of the employee.
  2. When an employee cannot perform the essential requirements of their position and management has determined the employee cannot be reasonably accommodated, management may propose removal of the employee due to the medical limitation.

### SECTION 5. EMPLOYEE OPTIONS

An employee who is medically unable to perform in any position for which they are otherwise qualified and cannot be accommodated has the following option(s):

- a. Apply for Disability Retirement;
- b. Seek other employment opportunities; or
- c. Resign.

## **ARTICLE 24. EMPLOYEE RECORDS**

### **SECTION 1. OFFICIAL PERSONNEL FOLDER.**

- a. Policy. Records in the Official Personnel Folder (OPF) shall be those prescribed by the Office of Personnel Management, other appropriate authority, and/or the Department of the Army. This Article shall not preclude supervisors and managers from establishing and utilizing those files as they consider necessary in the exercise of their supervisory responsibilities.
- b. Review of Official Personnel Folder. Where not contrary to law, regulation, or OPM policy, each employee, and/or designated representative who has been so authorized in writing by the employee, has the right, upon request, to review the employee's Official Personnel Folder.
- c. Updating Official Personnel Folder. Training that leads to certification (e.g., Asbestos Removal), licensing (e.g., Commercial Driver's License), or transcripts (e.g. college or university classes) should be documented by having copies of such documents sent through the Civilian Personnel Advisory Center for inclusion in the Official Personnel Folder. All other training certificates may be submitted to the immediate supervisor for inclusion in the Employee's Supervisory Record File. When appropriate, training should also be entered into the Army's Electronic Personnel Recordkeeping for training.
- d. Documenting Details in Official Personnel Folder. Details of more than ten (10) calendar days and less than thirty (30) calendar days may be documented by the employee by forwarding a signed resume or memorandum describing the detailed duties through the CPAC for inclusion in the Official Personnel Folder.

### **SECTION 2. SUPERVISORY EMPLOYEE RECORD FILE.**

- a. Purpose. Employee Record Files are maintained by supervisors and are used to document, record, and initiate personnel actions and to file the supervisor's copy of employment-related information such as: copies of job descriptions; detail and temporary promotion records; training and qualification records; letters of appreciation or commendation; security access/clearance papers; information related to job-related injuries or illnesses; performance appraisal documents; counseling memorandums and records; disciplinary actions; performance actions; etc.
- b. The Employer agrees to discourage supervisors from maintaining any supervisory employee record files without knowledge of the employee.
- c. Availability and Review of Records. Employee record files will be secured and made available in accordance with Privacy Act procedures. Employees may, at their request, review their Employee Record File and may ask for an explanation of any document they do not understand or agree with. They may also file written statements in response to unfavorable information or information with which they disagree. These written comments will be dated and signed by the employee, filed with the particular document(s) to which they relate, and maintained along with the document(s) until such time as the document(s) is destroyed, at which time the employee's statement will also be destroyed.

### SECTION 3. DISCLOSURE OF RECORDS.

Where OPM or published Agency policy prohibits disclosure of any record, file, or document to any employee (and/or their representative), then such record, file or document may be made available only to those officials who have a need to be aware of information contained in such files or documents.

Authorized persons not employed by the Personnel Office may review an employee's Official Personnel Folder or Electronic Records provided they have an official need to know. All personnel except those in the Civilian Personnel Operations Center having custody of the records will be required to state the purpose for their review

## **ARTICLE 25. PERFORMANCE MANAGEMENT**

### SECTION 1. OBJECTIVES OF THE PERFORMANCE APPRAISAL SYSTEM.

The Employer and the Union agree that the primary objective of a performance appraisal system is to assist in improving individual employee performance and organizational effectiveness. Other related objectives are:

- a. Communicating organizational goals and priorities and Army values and ethics to employees.
- b. Establishing individual expectations for performance that reflect organizational goals and priorities.
- c. Facilitating frequent discussion among the Ratee and the rating chain about performance, expectations, professional development, and DA values and ethics.
- d. Providing an environment in which all understand that they are important members of the Army Team in that they are recognized for their achievements, counseled and assisted in areas where they can improve, encouraged to take responsibility for doing things better and to support team endeavors, and challenged to develop professionally and to perform at their full potential.
- e. Requiring an annual written individual performance evaluation that provides the supervisor and manager with tools for:
  1. Systematic assessment of performance results achieved to make sound plans and decisions concerning compensation, training, rewards, reassignments, promotions, reductions in grade, retention, reductions-in-force, and removal.
  2. A sound and continuing basis for effective supervisor-subordinate partnerships in pursuit of common goals.

### SECTION 2. MUTUAL UNDERSTANDING.

An effective performance evaluation is dependent upon performance requirements that are mutually understood by supervisors and employees.

### SECTION 3. COMMUNICATION OF GOALS/STANDARDS.

Management is responsible for communicating organizational goals, job requirements, and for setting standards of performance to facilitate understanding and adherence by all members in their organizations.

- a. Performance standards for occupied positions should be communicated and/or modified by means of supervisor-employee discussion of quality, quantity and other aspects of satisfactory performance. Employees should be encouraged to provide input into the establishment of their performance standards. A performance standard will, to the maximum extent feasible, permit the accurate evaluation of job performance on the basis of objective criteria related to the job in question for each employee or position under the system.
- b. Management is responsible for communicating the particular rating levels and expectations to employees.

### SECTION 4. PROCEDURES.

- a. Supervisors will hold progress reviews around the midpoint of employees' rating periods. Other periodic counseling sessions should be conducted as needed with employees to ensure timely identification of their strengths and weaknesses to avoid unexpected performance ratings at the end of the rating period.
- b. The employee's signature in all cases indicates only that the evaluation discussion and review process took place. It does not constitute agreement with the rating or indicate that the employee might not grieve the rating.

### SECTION 5. GRIEVANCES ON APPRAISAL RATINGS.

Grievances which result from performance actions other than a grievance of the appraisal itself, must be initiated at Step 3 of the grievance procedure within twenty (20) days of the effective date of the action.

## **ARTICLE 26. INCENTIVE AWARDS**

### SECTION 1. INCENTIVE AWARDS PROGRAM OBJECTIONS.

The objectives of the Army Incentive Awards Program are to recognize and reward civilian employees for performance and special achievements, individually or in groups, that contribute significantly to the efficiency, economy, or other improvement of Government Operations.

### SECTION 2. AWARDS.

The Employer may grant various awards: monetary, non-monetary honorary, and time-off. All awards will be processed and approved in accordance with applicable regulations and procedures. Examples of typical awards are as follows:

- a. Performance Awards:

1. Performance Award- Monetary award based on overall high level performance as evidenced by a current rating of record.
  2. Quality Step Increase- Monetary award where an additional within-grade increase may be given to recognize General Schedule employees who have a current Exceptional rating of record.
- b. Special Act or Service Awards:
1. Special Act or Service Award (SASA)- Monetary award for specific contributions such as work on a special project, performance exceeding job requirements on a particular assignment or task, a scientific achievement, or an act of heroism.
  2. On-The-Spot Monetary Award- A smaller SASA may be approved at the Activity level for day to day worksite accomplishments.
  3. Time Off Award (TOA) - Time off without charge to leave or loss of pay as an award for achievements contributing to the Army mission.
- c. Non-monetary Honorary Awards- Such as Certificate of Achievement, Achievement Medal for Civilian Service, Commander, Commander's Award for Civilian Service, Superior Civilian Service Award, and Meritorious Civilian Service Award.

## **ARTICLE 27. ARMY SUGGESTION PROGRAM**

### **SECTION 1. EMPLOYER/UNION EFFORTS TO SUPPORT IMPROVEMENTS.**

The Union will endorse the Employer's efforts to ensure a well-managed Suggestion Program by encouraging all employees in the unit to perform at their highest level and to submit ideas for improvements.

### **SECTION 2. ARMY SUGGESTION PROGRAM.**

All employees in the bargaining unit covered by this Agreement shall be encouraged to participate in the Army Suggestion Program. Any employee may submit a suggestion on any method, procedure, new idea, revision of an old idea, or any other valid subject for suggestion. The Army Suggestion Program Coordinator for Fort Riley will then assign a Functional Proponent to evaluate the suggestion. If an employee encounters unreasonable or unwarranted delays in receiving a final determination on the adoption or rejection of a submitted suggestion, the employee should contact the Army Suggestion Program Coordinator.

## **ARTICLE 28. TRAINING/SELF DEVELOPMENT**

**(For Registered Nurses, see Addendum)**

### **SECTION 1. TRAINING AND DEVELOPMENT.**

- a. The Employer and the Union agree that training and development of employees within the unit is a part of the personnel management responsibilities of managers and supervisors at all levels. The parties agree to stress to employees the need for self-development and training to increase efficiency and improve potential for advancement.
- b. When a need is determined by the Employer, training may involve cross-training, on-the-job training, relative to new materials, correspondence courses and resident and nonresident courses available in Government and non-Government facilities.
- c. Selection of employees for training and development will be made without regard to race, color, religion, sex, age, national origin, or union status.

### **SECTION 2. EMPLOYEE'S RESPONSIBILITIES.**

Employees have important responsibilities for their own self-development, because all development depends upon the employee's desire and ability to learn and improve. They are encouraged to take advantage of training and educational opportunities which will add to the skills and qualifications needed by them for increased efficiency or to prepare for advancement. They also must show initiative and energy in development of their own skills and abilities. Employees are responsible for providing a copy of their completed training certificates to their activity Administrative POC for appropriate documentation in personnel records/databases, and a copy to their immediate supervisor.

### **SECTION 3. DOCUMENTING SELF-DEVELOPMENT COURSES.**

Training that leads to certification (e.g., Asbestos removal), licensing (e.g., Commercial Driver's License), or transcripts (e.g., college or university classes) should be documented by having copies of such documents sent through the Civilian Personnel Advisory Center for inclusion in the Official Personnel Folder. All other training certificates may be submitted to the immediate supervisor for inclusion in the employee's Supervisory Record File. When appropriate, training should also be entered into the Army's Electronic Personnel Recordkeeping for training.

### **SECTION 4. NON-JOB RELATED TRAINING.**

Employees may request excused absence to voluntarily attend training at their own cost to improve individual and/or organizational performance and to assist in achieving the agency's mission and performance goals. Employees may be excused from work without charge to leave to attend such training for a period not to exceed four (4) hours per calendar year. Attendance at such training is not considered hours of work for travel to and from the training.

## SECTION 5. VARIATIONS IN WORK SCHEDULE FOR TRAINING.

- a. Upon employee request, a supervisor may authorize rescheduling of the customary workweek to allow an employee to take courses in nearby colleges, universities or other educational institutions when the rescheduling does not appreciably interfere with the accomplishment of the work to be performed. The employee is still responsible for a full 80 hour pay period, and no premium will be paid solely because of the rescheduling. While the courses need not be directly job related, they should be such that will equip the employee for more effective work in the activity.
- b. Requests for change in work schedule to attend self-development training should be made in writing to the supervisor as early as practicable. The Supervisor will consider such request and provide written approval/disapproval.
- c. Nothing in this provision is intended to preclude a supervisor from making minor adjustments in work schedules to allow an employee to participate in self-development training whether or not the training is job related.

## **ARTICLE 29. MERIT PROMOTION AND PLACEMENT**

### SECTION 1. POLICY.

This plan establishes policies and prescribes procedures for the competitive recruitment process under the authorized application system used by Department of Army (DA). All personnel actions processed will be in accordance with prescribed legal, regulatory, and statutory guidance.

**(For Registered Nurses, see Addendum)**

### SECTION 2. SCOPE.

The provisions of this plan apply to all Fort Riley positions being filled competitively by the Southwest Region, Civilian Human Resources Agency using the automated application procedures approved by DA. This does not apply to procedures used by the Delegated Examining Unit or for positions filled through the mandatory career referral process.

### SECTION 3. APPLICATION PROCESS.

- a. Selecting officials will receive referrals and resumes of the candidates. Candidates may be referred from multiple referral sources simultaneously or supplemental referral(s) may be issued.
- b. Employees should review vacancy announcements posted on Army Civilian Service at <http://www.armycivilianservice.com/>. The employee will prepare and submit a resume in accordance with the instructions in the vacancy announcement.
- c. An employee must self-nominate for vacancies for which the employee wishes to be considered.

#### SECTION 4. REFERRAL AND SELECTION.

- a. The selecting official may or may not select any candidate referred under this plan. Selections will be based solely on job-related criteria and reasons for selection will be documented. The selecting official maintains the right to select from any source, to include reinstatement, transfer, handicapped or Veterans Readjustment Authority Eligible, or those within reach on an appropriate OPM/DEU certificate.
- b. The selecting official will review and screen all resumes received and ensure that employees referred under this plan receive the consideration to which they are entitled. Based on the resumes submitted, the selecting official will review the resumes to determine selection or to determine which candidates will be interviewed.
- c. The selecting official will furnish definitive reasons for selections, based on merit principles and their judgment of the qualifications of all candidates.
- d. After the CPAC determines that the selectee is qualified the CPAC will make a job offer and arrange a release date with the losing supervisor. An employee will be released no later than the beginning of the second pay period following the commitment. An earlier or later date may be arranged by agreement between the gaining and losing supervisors.
- e. Status of selections are posted on the current automated personnel system through RESUMIX.

#### SECTION 5. RELEASE OF EMPLOYEES.

A selected candidate will normally be released to enter on duty in the new position not later than the beginning of the second pay period following the pay period in which the selection was made. An earlier or later date may be arranged by mutual agreement between the officials of the gaining and losing organizations.

#### SECTION 6. NONSELECTION

If the selecting official determines that none of the candidates referred are acceptable or chooses to expand the area of consideration, the selecting official must state in writing the reasons why no selection was made and those reasons will be retained with the merit promotion file.

#### SECTION 7. EMPLOYEE DISSATISFACTION.

An employee may pursue their dissatisfaction in accordance with the provisions of Article 10, Grievance Procedure when the employee believes governing procedures were not followed.

## **ARTICLE 30. POSITION DESCRIPTIONS AND CLASSIFICATION**

### **SECTION 1. POLICY.**

The principle of equal pay for substantially equal work will be applied to all position classification and job grading standards. During a classification review where it is found that an employee is performing higher level duties and responsibilities, the personnel specialist and the supervisor will consider whether such duties should be reassigned to other positions already classified at the higher grade level. Should the decision be made to reassign the higher level duties to other established positions, the employee should be informed of the reasons for the changes in their assignments.

### **SECTION 2. EMPLOYEE POSITION DESCRIPTIONS.**

Position descriptions are an item of record that should be explained to an employee when job is assigned. The employee will be furnished a copy of their current official position description, and a copy will be added to their Official Personnel Folder. The supervisor will review proposed changes in the duty assignment with the involved employee before initiating action to implement changes in the job description. When changes are made to their job descriptions the employee(s) will be notified.

### **SECTION 3. CONTENT OF POSITION DESCRIPTIONS.**

Position descriptions will include the major duties, responsibilities, and supervisory relationships to clearly and concisely provide information necessary for their proper classification. Wage Grade positions and General Schedule positions evaluated by use of the Factor Evaluation System will include a description of the Physical Demands and Working Conditions/Work Environment. A major duty constitutes an essential and basic reason for the establishment of the position. In addition, any continuing or periodically recurring duty will be included if it either occupies a considerable amount of time or is sufficiently different from the other critical duties of the position as to require additional entrance qualifications or post assignment training.

### **SECTION 4. ACCURACY OF POSITION DESCRIPTIONS.**

When an employee alleges inaccuracies in their position description, the supervisor will explain or obtain assistance in explaining the reasons for the duty assignments and the way duties and responsibilities are described in the position description. If, after explanation, the employee feels that the duties and responsibilities of the position are not accurately stated on the position description, the employee may grieve the accuracy of the position description.

### **SECTION 5. DISAGREEMENT WITH CLASSIFICATION.**

- a. **Informal Resolution:** An employee in the unit who feels their position is improperly classified should consult with their supervisor for clarification. Should the supervisor be unable to resolve the employee's questions, the supervisor will consult with a Personnel Management Specialist. The Specialist will review the position description with the supervisor and the employee explaining how the position was evaluated. If it is determined that the position description does not accurately reflect the assigned duties, management will rewrite the position description or

reassign duties.

- b. Formal Classification Appeal: Should the informal resolution fail to resolve the employee's disagreement with the classification, the employee may file a classification appeal in accordance with governing regulations. If the position classification is found to be incorrect, corrective action will be taken within thirty (30) days. Management will ensure the employee(s) receives an official copy of their position description within thirty (30) days following completion of the official action. If the employee disagrees with the corrective action or lack of action taken, the employee may grieve the situation.

## **ARTICLE 31. DETAILS/TEMPORARY WORK ASSIGNMENTS**

### **SECTION 1. DEFINITION.**

A detail is the temporary assignment of an employee to a different set of duties for a specified period, with the employee returning to their regular duties at the end of the detail. Technically, a position is not filled by a detail as the employee continues to be the incumbent of the position from which detailed. Employees will be rotated to the extent possible consistent with management's right to assign work. Although volunteers may be solicited for details of sixty (60) calendar days or longer, management is not restricted in its selection of the employee to fill the detail to any such volunteer solicited.

### **SECTION 2. REASONS FOR DETAILS.**

It is agreed that details may be used to meet temporary needs of the work program of an activity when necessary services cannot be obtained by more practical means. Details can be used under circumstances such as, but not limited to the following:

- a. To meet temporary needs caused by: abnormal workload, change in mission requirements, reorganization, or absences such as sick leave, or emergency annual leave;
- b. Pending official assignments;
- c. Pending description and classification of new positions;
- d. Pending security clearances;
- e. For training purposes when that training is a part of established promotion or developmental programs;
- f. Pending the outcome of Commercial Activities studies.

### **SECTION 3. ORIENTATION/GUIDANCE.**

Details will be effected only after informing the employee that they will be detailed, explaining the reason for the detail, length of detail, the duties to which the employee is being detailed. The detailed employee

will be presented the current job description and/or set of duties to which detailed.

#### SECTION 4. DOCUMENTATION OF DETAILS.

- a. See Official Personnel Folder, Article 24, Section 1, for details of more than ten (10) calendar days and less than thirty (30) calendar days.
- b. Details in excess of thirty (30) calendar days or more will be submitted through a Request for Personnel Action (RPA) with an attached position description or set of duties to the Civilian Personnel Advisory Center for inclusion in the employee's Official Personnel Folder.
- c. When applying for jobs, employees are encouraged to reflect the dates and description of significant detailed duties on their resume.
- d. Documentation supporting details will include the number of days of the detail.

#### SECTION 5. RESTRICTIONS ON DETAILS.

Except for an emergency detail of thirty (30) calendar days or less, an employee will not be detailed during the first three (3) months after appointment from the OPM Register.

#### SECTION 6. COMPETITIVE DETAILS.

Details of more than 120 calendar days to a position with known promotion potential will be accomplished under the competitive process. (See Merit Promotion and Placement Article 29.)

#### SECTION 7. PERFORMANCE STANDARDS FOR DETAILS.

Whenever a detail is expected to last more than 120 calendar days or more, performance standards will be written and used.

#### SECTION 8. RE-EVALUATION OF DETAILS.

It shall be required that the temporary need be re-evaluated whenever a detail exceeds one (1) year.

### **ARTICLE 32. TEMPORARY PROMOTION**

#### SECTION 1. DEFINITION.

A temporary promotion is the assignment of an employee by a personnel action to perform duties of a higher graded position for a specified period of time.

#### SECTION 2. APPLICATION.

A temporary assignment to a higher graded position should be accomplished by temporary promotion

when the temporary need is expected to last more than thirty (30) calendar days.

### SECTION 3. REQUIREMENTS OF SELECTEE.

The employee must only meet the minimum qualification standards for the position. The selectee will be required to fully assume the full scope of the duties and warranting pay at the higher grade level.

### SECTION 4. IMPACT ON SUBSEQUENT PROMOTIONS.

Temporary promotions do not confer later eligibility for re-promotion consideration.

### SECTION 5. COMPETITIVE PROCEDURES.

Regular competitive promotion procedures must be used if an employee will have spent more than 120 calendar days in higher graded positions during the preceding twelve (12) months (prior service under details and previous temporary promotions to higher grade positions included).

### SECTION 6. ANNOUNCEMENT PROCEDURES.

- a. Opportunities for temporary promotions to positions in excess of 120 calendar days will be announced under the Merit Promotion Plan. Candidates are evaluated under the same competitive procedures as for a permanent promotion. Temporary promotions to career program positions will be accomplished under procedures provided in the specific career program, if applicable.
- b. A temporary promotion limited to 120 calendar days or less may be processed as an exception to competitive promotion procedures and does not have to be announced.

## **ARTICLE 33. DEMOTIONS AND REPROMOTIONS**

### SECTION 1. DEMOTION RIGHTS.

The Employer agrees to observe job protection rights of employees who are demoted.

### SECTION 2. SPECIAL CONSIDERATION FOR PROMOTIONS.

Employees demoted without personal cause due to reduction-in-force, classification action, or transfer of function are entitled to special consideration for re-promotion while serving in a retained grade or retained pay status in accordance with Agency regulations.

### SECTION 3. REPROMOTION CONSIDERATION PROCEDURES.

Consideration of employees entitled to special consideration for re-promotion must precede referral of candidates under competitive promotion procedures. While this special re-promotion consideration does not guarantee selection for re-promotion, if no re-promotion eligible is selected, the supervisor must provide written reasons why a re-promotion candidate was not selected for the position.

#### SECTION 4. DECLINATION PROCEDURES.

- a. Candidates who decline consideration for a position at a grade below their former grade level will be removed from further special consideration for positions at or below the grade level declined. Exceptions for reconsideration may be made if it is determined by CPAC that the employee has a valid reason for declination and the employee specifically requests further consideration.
- b. Candidates who decline an offer of a position, the grade of which is equivalent to the former grade from which the retained grade or pay stems, will be removed from further priority consideration under the re-promotion program.

#### SECTION 5. EMPLOYEE REQUESTS.

An employee may be considered for demotion and reassignment into a vacant position at their request. An employee demoted at their own request is normally not entitled to special consideration for re-promotion. Employees requesting voluntary demotions would be entitled to special consideration for re-promotion if, upon such voluntary demotion, the employee is granted grade and/or pay retention.

### **ARTICLE 34. DISCIPLINARY ACTIONS**

#### SECTION 1. PRE-DISCIPLINARY MEETING.

When a situation/incident occurs that appears may result in disciplinary action, the appropriate supervisor or management official is strongly encouraged to provide the employee(s) involved, if the employee(s) is reasonably available, an opportunity, as appropriate, to explain the actions and/or conduct. The supervisor/official shall inform the employee(s) at the outset of the meeting as to what situation/incident allegedly occurred. This opportunity and discussion between management and the employee shall not constitute verbal counseling for disciplinary purposes.

#### SECTION 2. GARRITY RIGHTS.

Employees may invoke their Fifth Amendment right against self-incrimination and remain silent during any examination of the employee by a representative of the Employer in connection with an administrative investigation if (1) the employee has been notified by the Employer representative conducting the examination that failure to answer questions or participate in the examination will result in discipline and (2) the employee's responses could subject them to criminal prosecution.

#### SECTION 3. UNION REPRESENTATION.

Pursuant to 5 U.S.C. § 7114(a)(2)(B), an employee has the right to request union representation at any examination of the employee by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee. If the employee requests representation, further discussion with the employee concerning the matter will be suspended until the representative, if reasonably available, is present. The Employer reserves the right to discontinue the discussion and take whatever action is deemed appropriate rather than rescheduling the meeting or waiting for the representative to arrive. The employer may allow an

employee to have a representative present during situations outside the scope of 5 U.S.C. § 7114(a)(2)(B), such as the delivery of informal or formal disciplinary actions.

#### **SECTION 4. LETTERS OF REPRIMAND.**

Grievances that result from oral admonishments or formal letters of reprimand must be initiated at Step 2 of the grievance procedure within twenty (20) calendar days of the date the letter is received by the employee.

#### **SECTION 5. SUSPENSIONS.**

Grievances that result from suspensions of fourteen (14) calendar days or less, must be initiated at Step 3 of the grievance procedure not later than twenty (20) calendar days from the date the decision notice is received by the employee.

#### **SECTION 6. RIGHT TO SUPPORTING MATERIALS.**

Pursuant to the Code of Federal Regulations, Chapter 5, Part 752 (5 C.F.R. 752), employees receiving disciplinary actions (i.e., actions other than verbal or written counseling) are entitled to review the material (such as transcripts, records, written statements, videotapes, or audio recordings) on which management relied to support its disciplinary action. To review this supporting material, the employee should contact the designated Management-Employee Relations (MER) representative of the Fort Riley CPAC.

#### **SECTION 7. OPTIONAL PROCEDURES.**

Grievances filed under the negotiated grievance procedure resulting from actions that may at the employee's option be raised under a statutory appellate procedure or the negotiated grievance procedure must be initiated at Step 3 not later than twenty (20) calendar days from the date the decision notice is received by the employee.

#### **SECTION 8. ALTERNATIVE DISCIPLINARY MEASURES (ADM).**

At the discretion of management Alternative Discipline Measures (ADM) may be offered to an employee as an alternative to traditional discipline. The process is more positive with a less punitive tone placing emphasis on changing behaviors. The parties will work collectively to develop and administer the ADM program.

### **ARTICLE 35. SEPARATION OF PROBATIONARY EMPLOYEES**

#### **SECTION 1. POLICY.**

The probationary period is the final and most significant step in the examining process. It is during this period the employee's conduct and performance of duties may be observed and evaluated.

## SECTION 2. SEPARATIONS.

When separation of a probationary employee is determined to be necessary, that employee will be informed in writing why they are being removed, the effective date of the action, and any review rights granted by appropriate authority.

## **ARTICLE 36. HEALTH AND SAFETY**

### SECTION 1. POLICY.

It is the policy of the Employer to ensure that occupational health and safety hazards are eliminated or reduced to the minimum level feasible. The Union will cooperate with the Employer to encourage employees to work in a safe manner. Employees are responsible for prompt reporting of unsafe conditions and supervisors are responsible for initiating action to correct such conditions.

### SECTION 2. CIVILIAN SAFETY AND OCCUPATIONAL HEALTH COUNCIL.

- a. The Employer agrees to establish and maintain a Civilian Safety and Occupational Health Advisory Council, hereinafter referred to as the Safety Advisory Council. The purpose of such committee shall be to consider occupational safety and health matters brought to its attention, make recommendations thereon to the Director of the subordinate activity, and perform such additional tasks as the Commander or the Council Chairman may direct.
- b. The Safety Advisory Council will meet at the call of the chairman, but not less than once each year. The Employer agrees to designate a chairperson, recorder and technical advisors, as deemed appropriate. Three (3) members will be representatives designated by the Union for not less than a one (1) year term. The Union agrees that designated representatives will be members of the units covered by this Agreement and normally assigned to a regular day shift. Union representatives serving on the Safety Advisory Council will serve without loss of pay or charge to leave in performing council functions authorized by the Chairman, if otherwise in a duty status.
- c. An agenda for each committee meeting shall be prepared in advance. The Union may propose subjects for discussion by submitting such to the Garrison Safety Office at least ten (10) workdays prior to the scheduled meeting date of the Council.

### SECTION 3. SAFETY ORIENTATION.

The Employer recognizes that an Employer sponsored orientation session concerning safety principles and procedures for Union officials, stewards and Union representatives serving on the Safety Advisory Council may be appropriate to enhance their understanding of those principles and procedures.

### SECTION 4. SAFETY TRAINING.

The Employer recognizes that initial and periodic safety training, to include proper work methods to be used and proper use of protective equipment, will reduce the likelihood of on-the-job injuries and enhance the well-being of employees.

## SECTION 5. SAFETY INSPECTIONS.

- a. Safety and health inspections or surveys will be conducted by the employer as part of the process needed to maintain a safe and healthful workplace. When a worksite inspection is conducted by the appropriate safety office, the Employer will give notice to the Union of routinely scheduled inspection at a particular worksite. The Union agrees to provide a current steward roster to the appropriate safety office. Inspections include routine day-to-day visits by Agency occupational safety and health personnel, or routine workplace surveillance of occupational health conditions.
- b. When a worksite inspection is conducted by higher headquarters safety office or an outside Agency such as Occupational Safety and Health Agency (OSHA), the Union will be given an opportunity to have a representative accompany the inspector. The Union shall designate a representative to accompany the inspection team on official time and providing notice to the representative's supervisor and to the Labor Relations Specialist. The Union will notify the appropriate safety office if a union representative will not accompany the safety inspector. During the course of any inspection, any employee or the Union may bring to the attention of the Inspector(s) any unsafe or unhealthful working condition(s).

## SECTION 6. REPORTING HAZARDOUS SITUATIONS.

Employees are responsible for reporting all alleged hazardous situations. Supervisors and/or safety personnel will take appropriate action in accordance with AR 385-10. Employees have three (3) options for reporting hazardous situations. They are as follows:

- a. Oral Reports. The parties agree that oral reports of alleged hazards submitted to the employee's supervisor are the most prompt method of identifying hazards.
- b. Written Reports. The parties agree that written reports are the preferred method of reporting alleged hazards and should be submitted to their supervisor with a courtesy copy to the Activity Director.
- c. Electronic or hard copy of DA Form 4755 (Department of the Army Hazard Report Form) that may be submitted to the appropriate safety office through supervisory channels or directly to the appropriate safety office. Such reports shall be processed in accordance with applicable regulations. Employees filing a hazardous report may request their identity not be revealed to anyone other than the officials processing the report and the Employer will maintain maximum confidentiality following such request.

## **ARTICLE 37. JOB-RELATED INJURIES**

### SECTION 1. POLICY/PROCEDURES.

Irwin Army Community Hospital shall provide emergency diagnosis and treatment for an on-the-job injury or illness. This emergency diagnosis and treatment shall not, subject to adjudication of the Office of Workers' Compensation Programs (OWCP), constitute initial choice of physician.

- a. When an employee suffers from an on-the-job injury or illness that appears to be serious or life threatening, the employee will be referred directly to Irwin Army Community Hospital Emergency Room or an ambulance will be called. After the initial treatment, the employee is entitled to select their own medical facility/physician for treatment of the injury/illness.
- b. When a supervisor becomes aware or suspects that an employee under their supervision has suffered a job related injury, the employee will be referred to the Fort Riley Occupational Health Nurse. The employee will be provided an examination and initial evaluation for possible referral to appropriate medical personnel. However, an employee may exercise their entitlement of choosing their own physician after the initial examination.

## SECTION 2. INFORMATION ON CLAIM PROCEDURES.

- a. The supervisor shall provide the employee information on the procedures for filing a claim for benefits under the Federal Employees' Compensation Act (FECA) or will refer the employee to the individual or office that can provide such information (this individual may be in the CPAC or the employee's activity). The employee will be provided information about the type of benefits available, the employee's options, as well as the employee's responsibility for submitting the claim and providing medical and other information.
- b. Injury Claims Training. At least once a year, the employer will provide training on how to file on-the-job injury or illness claim according to the Office of Worker's Compensation program.

## SECTION 3. INJURY REPORTING FORMS.

The Employer will maintain an adequate supply of forms for proper recording and reporting of injuries. The appropriate forms will be provided to the injured employee.

## SECTION 4. ELECTION OF LEAVE.

An employee with a job-related injury/illness may elect to be placed on sick and/or annual leave instead of leave without pay pending approval of their compensation claim. An employee who sustains a job-related traumatic injury will be advised of their right to elect continuation of pay (COP) for up to 45 calendar days or the use of sick and/or annual leave. If the employee elects to use sick and/or annual leave during the period of incapacitation, and the claim for compensation is approved, the employee may "buy back" the used leave and have it re-credited to their leave account. The parties recognize that OWCP approves or disapproves compensation claims and the amount to be paid.

## SECTION 5. REVIEW OF DOCUMENTS.

An employee and/or their designated representative, upon written consent of the employee, will be permitted to review documents relating to their claim for compensation that OWCP has authorized for the Employer to make available to the affected employee. The Employee may be accompanied by their Union representative if the employee so desires.

#### SECTION 6. MEDICAL ACCOMMODATION.

The Employer shall make positive efforts, in accordance with applicable laws and regulations, to assign light duty on a temporary basis to an employee injured on the job. The provisions of Article 23, Medical Limitations, apply to situations where the medical limitation extends for longer than a limited period of time.

#### SECTION 7. OFFICIAL TIME.

A reasonable amount of official time will be provided to an injured employee who is otherwise in a duty status, for processing claims and reviewing related documents.

### **ARTICLE 38. REDUCTION-IN-FORCE**

#### SECTION 1. NOTICE OF REDUCTION-IN-FORCE.

The Employer agrees to notify the Union of the proposed implementation date of any reduction-in-force and/or transfer of function which will result in members of the unit being reduced in grade, separated by reduction-in-force procedures, or transferred from Fort Riley. The Employer further agrees that this notice to the Union will be made as soon as release of the information is authorized, but in any case prior to official notification to the affected employees.

#### SECTION 2. EMPLOYER RESPONSIBILITIES.

The Employer agrees to provide the following information when authorized for release to the Union:

- a. The reason for the reduction-in force or transfer of function;
- b. The number and title, series and grade of positions abolished;
- c. The anticipated effective date of the action.

#### SECTION 3. REDUCTION-IN-FORCE INFORMATION.

Additional information requested by the Union may be released by the Employer when available and in accordance with applicable laws and regulations in effect at the time of the reduction-in-force.

#### SECTION 4. MAINTAINING CONFIDENTIALITY.

All persons who have access to reduction-in-force information will maintain confidentiality until such information is officially released to the general public and will be required to sign a confidentiality statement to that effect.

#### SECTION 5. REDUCING IMPACT OF REDUCTION-IN-FORCE.

- a. In the event of a reduction-in-force, vacancies will be utilized to the maximum extent possible to place employees in continuing positions in order to minimize the impact on employees and reduce the number of demotions and separations.
- b. The Employer has the authority to waive qualification requirements and to enter into training agreements in order to place current employees in lines of work where their services can be utilized.

#### SECTION 6. ACCESS TO INFORMATION.

- a. Retention registers shall be established and will list employees in order of their retention standing, tenure group, and subgroup.
- b. An employee affected by reduction-in force, or the affected employee's designated representative, has the right to inspect reduction-in-force records pertaining to the action affecting the employee in accordance with all applicable laws and regulations.

#### SECTION 7. REDUCTION-IN-FORCE NOTICES.

The Employer shall provide a written notice to each employee affected by a reassignment, change to lower grade, or separation in a reduction-in force, normally at least sixty (60) calendar days prior to the effective date. The notice shall state the employee's service computation date, tenure group, subgroup, competitive area, competitive level, appeal rights and time limits on such appeals.

#### SECTION 8. GRADE AND PAY RETENTION.

Grade and pay retention for affected employees will be allowed as provided for under appropriate law and regulation.

#### SECTION 9. APPROPRIATE PRIORITY REPROMOTION CONSIDERATION.

Employees who are downgraded as a result of reduction-in-force will be entitled to appropriate priority consideration in accordance with Article 33, Demotions and Re-promotions.

#### SECTION 10. INFORMATION UPDATE TO UNION.

The Employer will periodically provide the Union information on the status of the reduction-in-force and/or transfer of function.

#### SECTION 11. RE-EMPLOYMENT PRIORITY LIST.

Any career or career conditional employee who is to be separated because of reduction-in-force may be placed on a reemployment priority list(s) in accordance with applicable rules and regulations.

## SECTION 12. TRANSFER OF FUNCTION/RELOCATION EXPENSES.

The Employer agrees to pay the relocation expenses for employees relocated to another Department of the Army Installation, by transfer of function or reduction-in-force, as are allowable under appropriate regulation.

## SECTION 13. REASONABLE OFFER AND DECLINATION OF REASONABLE OFFER.

Under 5 USC §§ 5361-5363, grade and pay retention, respectively, cease to apply to an employee who declines a reasonable offer of a position the grade of which is equal to or higher than the employee's retained grade and/or in the case of an employee with retained pay. The termination of grade or pay retention will be effective on the last day of the pay period in which the declination is received. A "reasonable offer of a position" must meet the following conditions:

- a. The offer must be in writing, and must include an official position description of the offered position;
- b. The offer must inform the employee that an entitlement to grade or pay retention will be terminated if the offer is declined and that the employee may appeal the reasonableness of the offer as provided in 5 CFR 536.302;
- c. The offered position must be of tenure equal to or greater than that of the position creating the grade and pay retention entitlement.
- d. The offered position must be in an agency, as defined in 5 USC 5102, although not necessarily in the same agency in which the employee is serving at the time of the offer;
- e. The offered position must be full-time (unless the employee's position immediately before the change creating entitlement to grade or pay retention was less than full-time, in which case the offered position must have a work schedule of no less time than the position held before the change); and
- f. The offered position must be in the same commuting area as the employee's position immediately before the offer, unless the employee is subject to a mobility agreement or a published Agency policy that requires employee mobility.

## ARTICLE 39. CONTRACTING OUT

### SECTION 1. FEDERAL POLICY.

The Employer agrees to follow established Federal policy. It is understood that disputes concerning contracting out cannot be subject to the negotiated grievance procedure as OMB Circular A-76 provides the exclusive appeals procedure for such disputes.

## SECTION 2. INFORMATION ON CONTRACTING OUT.

In cases of studies performed pursuant to the Commercial Activity (CA), the Employer agrees to inform the Union of any such possible proposed contracting out which may adversely affect members of the bargaining unit. Update information will be provided in writing and/or through periodic briefings.

## SECTION 3. PROCEDURES.

The Employer will involve the employees/Union in the writing of the Performance Work Statement (PWS) and solicit their comments as to accuracy and completeness. The Union agrees to protect the confidentiality of any such material. The Union comments will be reviewed by the Employer, but will not be binding on the Employer. The Union will have a representative present during the "walk through" by prospective bidders of the function undergoing the cost study.

## SECTION 4. BRIEFINGS/COMMUNICATION ON CONTRACTING OUT.

Briefings will be conducted for employees that would be directly affected by a contracting out review cost study. Communications may include meetings, newsletters or other appropriate means. The Union will be given the opportunity to have a representative present during such briefings.

## SECTION 5. AGREEMENT TO NEGOTIATE.

The Employer agrees, pursuant to present law and regulations, it has a duty to negotiate with the Union, upon their request, concerning appropriate arrangements to alleviate impact identified by the Union which adversely affects bargaining unit employees, when and if the decision is made to contract out a CA function. Such negotiations will commence no later than fifteen (15) workdays after request by the Union.

## SECTION 6. INFORMING THE UNION.

As a matter of agreement between the parties hereto, the Employer will inform the Union of any proposed contract which would result in a reduction-in-force of civilian employees of the unit upon implementation of the contract.

## SECTION 7. INFORMATION TO UNION.

The Employer will provide the Union copies of information concerning cost studies, to include: the invitation to bid or request for proposal; correspondence from higher authority directing the cost study; correspondence from Department of Labor regarding certification of a wage rate; the performance work statement; and the "milestone" chart or similar documents setting forth the estimated dates for the contracting out process to the extent that such disclosure of cost data is permitted under applicable law and regulations.

## SECTION 8. "RIGHT OF FIRST REFUSAL."

The Employer and the Union recognize the "right of first refusal" required by OMB Circular A-76 (Revised). The Employer will, consistent with post-employment restrictions, advise adversely affected

employees that they have the right of first refusal for employment on the contract in positions for which they are qualified and the Employer will assist the affected employees in applying for such employment. This applies only to job openings for which such displaced employees are qualified as determined by the contractor. Refusing the right of first refusal because of displacement due to contracting out shall not deny an employee of any rights they might otherwise have under applicable reduction-in-force procedures. However, such refusal may, in accordance with applicable law and regulation, affect the employee's entitlement to severance pay.

#### **SECTION 9. TRAINING AND ORIENTATION.**

When employees are reassigned due to contracting out, they will be given a reasonable period, not-to-exceed thirty (30) calendar days, of on-the-job training and orientation in their new job.

### **ARTICLE 40. EQUAL EMPLOYMENT OPPORTUNITY**

#### **SECTION 1. POLICY.**

The Employer and the Union agree to cooperate in providing equal opportunity in employment for all persons, to prohibit discrimination based on race, color, religion, sex, age, disability (mental/physical), national origin, or reprisal; and to promote the full realization of equal employment opportunity through a continuing affirmative and effective program. Employees who have filed formal union grievances (second step) are precluded from filing a formal Equal Employment Opportunity (EEO) complaint on the same issue.

#### **SECTION 2. EQUAL EMPLOYMENT OPPORTUNITY ADVISORY COUNCIL.**

The Employer agrees that in the event an Equal Employment Advisory Council is established that the Union will be afforded the opportunity to designate a representative to serve as a member on such council.

#### **SECTION 3. REPORTING REQUIREMENTS.**

The EEO Officer will prepare an annual narrative summary report of EEO activities/accomplishments. A copy of this report will be furnished to the Employer and the Union. A copy will be furnished on the Fort Riley intranet.

#### **SECTION 4. PROCEDURES.**

- a. The Employer will appoint and train a number of counselors sufficient to handle all cases. The Union may nominate individuals from within the bargaining unit represented in the Agreement to be an EEO counselor. All mitigations are subject to supervisory approval to this collateral duty assignment.
- b. An employee desiring to consult with an EEO counselor shall have the right to be accompanied, represented and advised by a representative of their own choosing. The employee (aggrieved) shall be afforded a reasonable amount of official time for consultation with an EEO counselor/representative.

- c. When an employee representative in an EEO complaint is a Federal employee, that employee is entitled to a reasonable amount of official time under 29 C.F.R. Part 1614.605.
- d. The aggrieved employee may have the option of participating in the Fort Riley Alternative Dispute Resolution (ADR) process. ADR may be offered at any stage of the EEO complaint processing to include pre-complaints and formal complaints. The Army's preferred method for ADR is mediation.

#### **SECTION 5. MUTUAL SUPPORT.**

The Union agrees to objectively support and cooperate with the Employer in all efforts to successfully accomplish the intent and purposes of this Article. To enhance the Union's understanding of EEO principles and discrimination complaint procedures, EEO orientation sessions may be conducted as appropriate for Union Officials and stewards.

### **ARTICLE 41. EMPLOYEE ASSISTANCE PROGRAM**

#### **SECTION 1. OBJECTIVES OF EMPLOYEE ASSISTANCE PROGRAM.**

The Union agrees to support the objectives of the Department of the Army Employee Assistance Program (EAP) which are to increase efficiency, productivity and effectiveness, and ultimately reduce the use of sick leave by the civilian workforce through the prevention of alcohol and other drug abuse; provide assistance, rehabilitation, or referral services to identified alcohol/other drug abusers and behavior/emotional problems among the civilian workforce.

#### **SECTION 2. SERVICES AVAILABLE.**

The EAP provides procedures by which an employee with alcohol or other drug related problems, or behavioral/emotional conditions is offered evaluation and referral services.

#### **SECTION 3. EMPLOYEE DECISIONS IMPACTING ON WORK PERFORMANCE.**

The Employer will not interfere with the private decision of an employee to use or not use alcoholic beverages off the job and off the Installation. However, when that use impairs their overall work performance (including, but not limited to, interfering with the efficient and safe performance of the employee's assigned duties) or adversely affects their dependability or conduct on the job, the Employer may take appropriate action.

#### **SECTION 4. ILLEGAL ACTIVITIES.**

If the employee is involved in illegal activities related to alcohol or other drugs, including the use of illegal drugs, appropriate action will be taken and the action(s) need not be delayed.

## SECTION 5. REFERRALS TO EAP.

It shall be the policy of the Employer to inform an employee subject to discharge or discipline, of their right to utilize the EAP to determine if the source of their problem falls within the services offered by the EAP or other helping agencies. Referrals may also be made by the supervisor or by a Union representative regardless of whether any action is pending or being considered.

## SECTION 6. RIGHT TO REPRESENTATION.

Employees may, at their request, be represented by a Union representative or a representative of their choice during the evaluation and referral meetings.

# **ARTICLE 42. TOBACCO CONTROL/USE**

## SECTION 1. SMOKING POLICY – APPLICABILITY

The parties agree with established DoD policy (1010.15, Subject: Smoke-free Workplace) responsibilities, and prescribed procedures for a tobacco-free work place for Fort Riley employees. While the DoD policy does not address Smokeless Tobacco, the parties agree that these provisions will apply to Smokeless Tobacco users. It is accepted that tobacco-free environments reduce workplace hazards, improves working conditions, reduces costs, and furthers occupational health goals.

## SECTION 2. EMPLOYER RESPONSIBILITIES

The Employer agrees to actively support and sponsor programs designed to encourage employees to discontinue the use of tobacco products or, if they do not use such products, not to begin such use. While discontinuance or avoidance of use of tobacco products is encouraged, care shall be taken to avoid coercion or undue pressure on employees to enter prevention and cessation programs.

# **ARTICLE 43. EMPLOYEE SERVICES**

## SECTION 1. AVAILABLE SERVICES/FACILITIES.

Post services and facilities will be made available to the civilian employees on the Post, at customary cost, if permitted by local policy, regulations, constitution and by-laws, and after military personnel requirements have been satisfied.

## SECTION 2. LIST OF SERVICES AVAILABLE.

The Employer agrees to publish a list semi-annually of such services available to civilian employees.

## SECTION 3. PARKING FACILITIES.

- a. The Employer will provide parking facilities for employees of this unit within a reasonable distance of their normal working station.

- b. The Employer agrees to provide parking lots and passageways clear of snow and ice when resources allow.

#### **SECTION 4. RESERVED PARKING SPACES.**

Where employees with ambulatory handicaps are involved, the Employer will provide reserved parking space as near as reasonably possible to the worksite.

#### **SECTION 5. LIGHTED PARKING LOTS.**

Where night shift work is necessary, it is the Employer's responsibility to provide lighted parking lots for the employees as near to work as possible.

#### **SECTION 6. TRANSPORTATION.**

Employees are responsible for providing for their transportation from their residence to the initial point of employment. Employees shall not be required to use their personal vehicles for government business, unless it has been clearly established that doing so is a condition of the employee's employment, and the employee receives appropriate reimbursement. If an employee chooses to use their personal vehicle for government business, government insurance coverage and other reimbursement may not be provided.

### **ARTICLE 44. INDEBTEDNESS/PECUNIARY LIABILITY**

#### **SECTION 1. INDEBTEDNESS.**

- a. A just financial obligation is an obligation which the employee acknowledges as not subject to dispute, which has been reduced to a judgment by a court of competent jurisdiction, or is imposed by law.
- b. It is recognized that all employees are expected to pay promptly all just financial obligations.
- c. When a debt is not acknowledged by the employee, reduced to a judgment or imposed by law, and a dispute arises between an employee and a private individual or firm, the Employer will not act as arbitrator, nor take disciplinary action against the employee that is directly related to that debt.

#### **SECTION 2. PECUNIARY LIABILITY.**

- a. Employees who have been found to be pecuniarily liable for the loss, damage, or destruction of Government property have the right to challenge this indebtedness by requesting a hearing in accordance with debt collection procedures or additionally by filing a Third Step grievance in accordance with Article 10, Grievance Procedure.
- b. If a decision is made to hold a bargaining unit employee liable for the loss, damage, or destruction of Government property, that decision will be stayed until an arbitrator issues an

award should it be grieved.

## **ARTICLE 45. FIREFIGHTERS**

### **SECTION 1. STATEMENT OF PURPOSE.**

The provisions of this Article are applicable only to the Fire Prevention and Protection Division, Directorate of Emergency Services, and are intended to address some of the special needs of Firefighter personnel.

### **SECTION 2. DEFINITIONS**

- a. The following is the accepted definition of an **emergency** agreed to by the Employer and the Union for the purposes of clarification of terms and meaning within this specific contract Article:

*“A sudden or unexpected occurrence or conditions calling for immediate action; a perplexing and pressing combination of circumstances sometimes less properly used in the sense of urgent need nor exigency.*

- b. In all cases where there is a question as to the nature of an emergency, the declaration of an emergency will be determined by the Fire Officer in Charge.
- c. **Fire Officer in Charge** is defined as the on duty shift supervisor at the Fire Department Headquarters.
- d. **Officer in Charge** is defined as the on-duty supervisor in charge of a fire station.
- e. **Captain** is defined as the lead firefighter of a fire truck and crew.

### **SECTION 3. FIREFIGHTER WORK SCHEDULES**

- a. The Employer agrees that the basic tour of duty for firefighters whose positions require a substantial amount of standby time shall be a 72-hour week of three (3) alternate 24-hour shifts. Shift hours shall be from 0730 to 0730. Each 24-hour shift shall include eating and sleeping time, standby time and actual hours of work.
- b. The normal workday within each 24-hour shift will be from 0730 through 1630 on the first day and from 0630 to 0730 on the second day. A ninety (90) minute meal period will be scheduled by the supervisor at or as near as practicable to the period between 1145 and 1315. The remainder of the 24-hour shift will be considered as standby time to include sleeping and eating time.
- c. Standby time normally includes responding to emergencies and an employee is in a standby status, as referred to in 5 CFR 550.143(e), when the firefighter is not required to perform actual work and is free to eat, sleep, read, listen to the radio, watch television, or engage in other similar pursuits, except for the performance of routine “light housekeeping” type duties necessary to ensure cleanliness and orderliness of the Fire Department.

1. Situations that are unscheduled and/or seasonal that require operations beyond the normal workday may change the normal operations from 0730 to 1630 and 0630 to 0730, personnel may be placed on duty or standby status as the mission may require. This change will be determined by the Fire Chief, Assistant Fire Chief, or personnel acting in these positions.
- d. Firefighters in a duty status at Marshall Army airfield will normally be in a duty status as described above with the exception that when flying activities are scheduled past normal working hours (0730 to 1630, 0630 to 0730) fire/crash protection requirements will be determined by the Officer in Charge as soon as possible.
- e. The Fire Department manning will be in accordance with DoDI 6055.6 and mission requirements. This number of personnel is necessary to meet the minimum staffing requirements for the department to adequately provide fire protection for the installation. When the number of personnel on duty falls below the required minimum necessary due to vacations, sick leave, National Guard commitments, reserve duty commitments, or any other purpose, the Fire Officer in Charge will utilize the Fire Department's internal overtime policy to return the manning to acceptable levels. The Employer will provide as much advance notice as is possible under the circumstances when employees are required to work overtime. Overtime pay will be in accordance with the Fair Labor Standards Act.
- f. The Employer agrees to accept written requests for permanent transfers from bargaining unit employee for lateral transfers between shifts within the Installation Fire Department. In such a case, the following procedures shall apply:
  1. A bargaining unit employee desiring to transfer shifts may submit a written request addressed to the Assistant Fire Chief via the appropriate chain of command.
  2. Two bargaining unit employees of equal grades who are serving in the same position description may request an exchange of duty shifts. Such requests shall be signed by both employees and submitted via the appropriate chain of command to the Assistant Fire Chief for approval or disapproval.
  3. The Employer agrees to give good faith consideration to request for transfer submitted under this Article. However, the Employer retains the right to make final determinations on transfer requests based on mission needs.
- g. Shift or Kelly day trades can be made as long as they both fall within the same pay period. Both parties agree to waive the 14-day shift change notice. Each participant will assume each other's duties as assigned for the shift worked and be counted as regular staffing of the shift. An agreement will be signed by each party and approved by the supervisor. However, employer retains the right to make final determinations on shift or Kelly trades based on mission needs.

#### SECTION 4. FIREFIGHTER UNIFORM PROTECTIVE CLOTHING/EQUIPMENT.

- a. The Employer and the Union agree protective equipment/clothing is of absolute necessity for protection of firefighting personnel. The Employer agrees to furnish protective clothing and

equipment including safety shoes and one (1) pair of clear and one (1) pair of tinted safety glasses to firefighter personnel for their use in the performance of assigned duties. The Employer and the Union agree that all firefighter personnel will wear proper required protective clothing/equipment.

- b. Uniform allowances will be in accordance with existing rules and regulations.
- c. The Employer will furnish insignia, badges, or emblems prescribed.

#### SECTION 5. FIREFIGHTER TRAINING.

- a. The Employer and the Union agree that job-oriented training should be provided to all fire department personnel. This training will be determined by the Fire Chief. The Employer and Union further agree that reasonable effort will be made to allow attendance at outside training when it is determined by the Fire Chief that such training is needed, and that there is no comparable training available on post. Approved training will be at no cost of annual leave charge to the employee when attending off-post schooling.
- b. The following are examples of job-oriented training:
  - 1. NFPA standards of qualification through Level II.
  - 2. Tactical equipment and weaponry familiarization.
  - 3. Hazardous material handling.
  - 4. Drills.
  - 5. Emergency Medical Services (EMS) training.

#### SECTION 6. ADDRESS/TELEPHONE NUMBER OF EMPLOYEES.

Each fire department employee will provide the Fire Chief a telephone number and address where they can normally be reached in case of emergency.

#### SECTION 7. RESPONSIBILITIES.

Operators of Emergency Vehicles shall not be held liable for damage to such vehicles during Emergency operations, unless found negligent.

#### SECTION 8. FIRE DEPARTMENT UP KEEP AND MAINTENANCE

All new fire stations will be built to current Unified Facilities Criteria for fire stations. All efforts will be made to bring existing stations to code.

## **ARTICLE 46. AMBULANCE SECTION, IACH**

### **SECTION 1. STATEMENT OF PURPOSE.**

The provisions of this Article are applicable only to the Ambulance Section Division, MEDDAC.

### **SECTION 2. DEFINITIONS.**

- a. The following is the accepted definition of an emergency agreed to by the Employer and the Union for the purpose of clarification of terms and meaning within this specific contract Article:

*“A sudden or unexpected occurrence or condition calling for immediate action; a perplexing and pressing combination of circumstances sometimes less properly used in the sense of urgent need or exigency.”*

- b. In all cases where there is a question as to the nature of an emergency, the declaration of an emergency will be as determined by the charge nurse or dispatcher.

### **SECTION 3. PROVISIONS.**

Specific provisions and requirements pertaining to the Emergency Medical Technicians, Ambulance Section, are published in applicable rules, regulations and the supplemental agreement between the parties.

### **SECTION 4. UNIFORMS**

Provision of uniform items will be IAW Department of Defense Instruction (DODI) 1400.25, dated March 12, 2009.

### **SECTION 5. TRAINING**

- a. Required Training. EMT employees who participate in training required by management and scheduled or offered during working hours will be granted an authorized absence to participate in said training. However, managers retain the right to approve or deny employees' absences to attend education and training activities. Employees will only be entitled to an authorized absence to attend required training provided management has approved their absence from work.
- b. Recertification Training. Management recognizes that EMT employees are required, under applicable laws and regulations, to periodically attend training to maintain their EMT certification. Provided management approves their absence during duty hours to attend recertification courses, employees will be granted an authorized absence during these periods. However, pursuant to Federal law, the recertification training must be directly related to the official duties of EMT employees to receive an authorized absence during this training. EMT employees who participate in recertification during non-duty hours will not be granted compensatory time. Noting in this provision is intended to preclude a supervisor from making temporary adjustments in work schedules to allow an employee to participate in recertification training.

## **ARTICLE 47. POLICE OFFICERS**

### **SECTION 1. SUPPLEMENTAL CLOTHING COSTS.**

Provision of uniform items will be in accordance with DODI 1400.25, dated March 12, 2009.

### **SECTION 2. DAMAGES TO UNIFORMS DURING PERFORMANCE OF DUTIES.**

- a. Any equipment, whether issued or purchased by the officer with his/her uniform allowance, that is damaged or soiled with hazardous materials while in performance of the officer's duties shall be replaced at the expense of the Department. Employee will provide management a written statement on how the damage occurred. Management will make the final determination whether damage occurred in performance of duties.
- b. Management will replace ballistic vests in accordance with National Institute of Justice (NIJ) guidelines. During the life expectancy of a vest, management will not be responsible for the replacement of a vest except for:
  1. damage due to line of duty incidents
  2. verified non-elective medical accommodations.

### **SECTION 3. VEHICLE ACCIDENTS WHILE IN PERFORMANCE OF DUTIES.**

Operators of police vehicles shall not be held liable for damage to such vehicles during Emergency operations, unless found negligent.

### **SECTION 4. DEPARTMENT IDENTIFICATION CARD.**

Management agrees to provide identification cards IAW AR 190-56.

## **ADDENDUM A: REGISTERED NURSES**

It is the intent and purpose of the parties to promote efficient and effective documentation of the parties' interests. Accordingly, the two former and separate Collective Bargaining Agreements (the Appropriated Fund and the Registered Nurses) remain separate but have been combined under one document in the interest of reducing repetition. Whenever language in this Addendum refers to the responsibilities and obligations of Registered Nurses, appropriate management officials or Union representatives, such provisions shall apply; otherwise provisions outside this Addendum of the Collective Bargaining Agreement will apply. Where provisions of this Addendum differ with other provisions of the Agreement, this Addendum will prevail for Registered Nurses.

## **ARTICLE A-1. STANDARDS OF CONDUCT**

### **SECTION 1. PURPOSE.**

The Employer and the Union agree that all Department of the Army employees should maintain high standards of integrity, conduct and concern for the public interest, thereby promoting Government

efficiency and effective mission accomplishment. Further, the parties agree that all employees should receive fair and equitable treatment in all aspects of personnel management, consistent with merit system principles, and consistent with the Civil Service Reform Act of 1978. This Article is a general statement of principles stated in the Civil Service Reform Act and other applicable regulations and policies. These stated principles are meant to serve as general guides for effective employer/employee relationships.

## SECTION 2. EMPLOYER RESPONSIBILITIES.

The Employer will endeavor to:

- a. Provide positive leadership to the employees in the unit;
- b. Encourage in their subordinates a sense of belonging and responsibility;
- c. Provide advice to individual employees who request assistance as to whether a particular action would meet the standards of conduct expected;
- d. Treat all employees under their supervision in a fair and equitable manner;
- e. Outline the work to be accomplished and ensure that changes in work assignments are communicated with the employee;
- f. Explain to the employees the supervisory channels of the particular activity;
- g. Refrain from abusing or ridiculing an employee;
- h. Counsel employees in an atmosphere conducive to maintaining effective supervision/employee relationships. Counseling will normally be done in private, except in cases when immediate on-the-spot corrective action is warranted to avoid a procedure or act dangerous to personnel, or resulting in damage to or loss of property, or violation of official directive;
- i. Consistently conduct themselves in a manner which is above reproach; and
- j. Uphold with integrity the public trust involved in the position to which assigned.

## SECTION 3. EMPLOYEE RESPONSIBILITIES.

All Army civilian employees are expected to:

- a. Report promptly to work in a condition that will permit them to perform assigned duties (i.e., in appropriate clothing, ready for work);
- b. Provide efficient and industrious service in the performance of assigned duties;
- c. Notify their supervisor if insufficient work is assigned at any given time;
- d. Give ready response to directions and instructions received from their immediate supervisor, or higher level supervisors in their supervisory channel;
- e. Exercise courtesy and tact in dealings with fellow workers and the public;

- f. Maintain a clean and neat personal appearance to the maximum extent practicable during working hours;
- g. Conserve and protect Federal Funds, property, equipment and materials;
- h. Consistently conduct themselves in a manner which is above reproach;
- i. Uphold with integrity the public trust involved in the position to which assigned;
- j. Be responsible for performing their work to the best of their ability in accordance with instructions furnished by the supervisor; and
- k. Refrain from ridiculing or abusing supervisors.

## **ARTICLE A-2. ASSIGNMENT/REFUSAL OF NURSING DUTIES**

### **SECTION 1. NURSING DUTIES.**

- a. Assignment of Duties. Nurse staffing will be in accordance with the Department of Nursing's standard operating procedures and policies. Nursing Management has the authority to assign, detail and prescribe nursing duties and to ensure that patients receive quality nursing care. This may mean assigning nurses to units where they do not routinely work. The decision to assign a nurse to a unit where the nurse does not routinely work will be based on the consideration of the following:
  - 1. The number of patients to whom care must be provided;
  - 2. Any specialty knowledge and/or skills needed by the nurse in order to deliver safe care;
  - 3. The types of medications, complexity of medications and/or procedures the nurse will be expected to administer.
  - 4. Knowledge and skills of the nurse to safely meet the expectations outlined.
  - 5. Nurse's previous experience with similar patient populations.
  - 6. Any orientation needed by the nurse to function safely in the unfamiliar setting.
- b. Clinical Judgment. The nurse exercises clinical judgment and uses individual competence and qualifications as a criteria in seeking consultation, accepting responsibilities and delegating nursing practice. If the nurse does not feel personally competent or adequately prepared to carry out a specific function, the nurse has the right to refuse the assignment.
- c. Refusal of Work Assignment. A nurse who refuses an assignment understands that the refusal may be grounds for disciplinary action. Management has the right and responsibility to take appropriate disciplinary action in accordance with established policies. The nurse will document the incident if the refusal is for reasons of patient safety, imperative personal commitment, state licensing, or ethical requirements as outlined in the most recent Guidelines for the Registered

Nurse in Accepting or Rejecting a Work Assignment (Appendix A-1) published by the Kansas State Nursing Association. This should include the process used to notify Nursing Management of the concerns and issues. A copy of this document will be sent to the Deputy Commander for Health Services with courtesy copies to the managers involved.

## SECTION 2. NURSING COMPETENCY.

It is agreed that a Nurse may be required to accept responsibilities in instances where orientation has been completed, experience establishes competence, or patient care falls within the expected competencies of the nurse.

- a. Competency. Competency is established through experience, continuing education, completion of unit competency based orientation/certification programs, special training such as Advanced Cardiac Life support, and/or meeting requirements for specialty certification through a recognized nursing organization such as the American Nurses Association (ANA), Association of Operating Room Nurses (AORN), etc.
- b. Orientation. Each unit within the hospital has a competency-based orientation that each nurse must complete prior to working independently. It is management's responsibility to identify and communicate specific requirements of the competency assessment program and to provide feedback on the nurse's progress on a periodic basis. It is the nurse's responsibility to complete the initial competency-based orientation and any subsequent competency assessment programs as determined by management.

## ARTICLE A-3. OFFICIAL TIME

### SECTION 1. PURPOSE.

This Article provides for direction and guidance to managers, supervisors and employees concerning the use of official time to bargaining unit members designated by the Union as Union representatives including but not limited to officers, stewards and other bargaining unit members performing Union and/or other representational duties.

### SECTION 2. DEFINITIONS.

- a. Representational functions mean those authorized activities undertaken by the Union on behalf of other employees. Employees' rights to representation are governed by statute, regulation, executive order, or the terms of this CBA.
- b. Official time means all time granted an employee by the Agency to perform representational functions, as defined above, when the employee would otherwise be in a duty status without charge to leave or loss of pay, and shall be considered hours of work. This includes time spent by an employee performing such functions during regular working hours (including regularly scheduled overtime hours). This also pertains to periods of irregular, unscheduled overtime work, provided an event arises incident to representational function that must be dealt with during the irregular, unscheduled overtime period.

### SECTION 3. OFFICIAL TIME REPRESENTING BARGAINING UNIT MEMBERS.

The parties agree that official time spent in representing bargaining unit members in procedures outside the negotiated grievance procedures provided in Article 10, including statutory or any other procedure will also be included in the representational time provided for in this Article. Examples of labor-management business for which official time is authorized by this Agreement is as follows:

- a. Discussion of complaints or potential grievances with the bargaining unit employee(s) concerned (limited to one representative per complaint) -
  1. Investigate employee grievance;
  2. Prepare employee grievance;
  3. Prepare Union grievance;
  4. Investigate and prepare response to Employer grievance.
- b. Representing bargaining unit employees in identifiable complaints, grievances, and adverse actions (limited to one representative). An additional representative may accompany the primary designated representative for one such meeting for training/orientation purposes -
  1. Present employee grievance;
  2. Present Union grievance.
- c. The representation of a bargaining unit employee in a properly established hearing or investigation. Official time is limited to not more than two (2) representatives. To be considered as a representative, the employee must actively participate as a representative or be the principal assistant (one only) to the Union/employee representative -
  1. Prepare for third party proceedings, e.g., grievance, OWCP, arbitration or MSPB;
  2. Participate in third party proceedings.
- d. Attendance at arbitration and/or MSPB hearings will be limited to one (1) hearing per calendar year per non-representative for training purposes.
- e. Attendance as the Union representative at formal discussions between management and bargaining unit employee(s) concerning grievances or any personnel policy or practices or other general conditions of employment. (Limited to one (1) union representative).
- f. Attend meetings with management -
  1. Participate in partnership committee meetings as the official representative of the Union;
  2. Prepare for formal meeting called by Employer;
  3. Attend formal meeting called by Employer;

4. Prepare and attend periodic Union/Employer meeting;
  5. Attend other Employer/Union requested meetings;
  6. Commercial Activity Program briefings;
  7. Local Fort Riley Committees, e.g., CFC, Incentive Awards, Safety, EAP, EEO, Special Emphasis Programs/Leave Transfer/Labor Management.
- g. Other representational functions not specified above, including but not limited to -
1. Representative in investigative interview;
  2. Review and comment on management proposals to changes in conditions of employment;
  3. Presentation of Union's role in labor relations to management/employees;
  4. Representative in classification complaint and appeal proceedings;
  5. OSHA/Safety Inspections;
  6. Investigate, prepare, and present ULP charges.

#### SECTION 4. OFFICIAL TIME ALLOWED UNDER 5 USC, SECTION 7131.

The Employer agrees that official time is authorized under Title 5 USC, Sections 7131(a) and (c) during the time that Union representatives/officers would otherwise be in a duty status. The Employer agrees that official time under 7131 (a) and (c) is not subject to the limits in Section 6 of this Addendum. Specifically:

- a. Negotiation of a collective bargaining agreement;
- b. Midterm negotiations;
- c. Attendance at impasse proceedings;
- d. Negotiability disputes before the Authority.

#### SECTION 5. ACTIVITIES PROHIBITED DURING DUTY TIME.

While on duty, Union representatives may not:

- a. Solicit membership;
- b. Conduct internal business of the Union;
- c. Collect dues;
- d. Campaign for officers of the Union.

#### SECTION 6. LIMITS ON OFFICIAL TIME.

- a. Stewards of the Registered Nurses' bargaining unit shall be limited to two (2) stewards and allowed a reasonable amount of official time to carry out their statutory and negotiated representational activities.
- b. Official time for inspections conducted by OSHA will be granted in accordance with Article 36, Health and Safety.

#### SECTION 7. OFFICIAL TIME PROCEDURES.

- a. Union representatives authorized the use of official time will be permitted to leave their assigned duties to conduct representational activities with the advanced knowledge and permission of the supervisor. The following provisions will be adhered to in the use and accounting of official time:
  - 1. The Union representative shall inform the supervisor two (2) working days in advance of the need for official time. Urgent matters such as grievances will be handled on a case-by-case basis.
  - 2. If the supervisor cannot release the Union representative for previously scheduled/approved official time due to mission needs or requirements, the supervisor will provide the representative with a time and date the representative can be released.
  - 3. If an emergency patient care need arises during the scheduled official time period, the union representative may be recalled to the work center and the period of official time will be resumed or rescheduled as soon as possible.
- b. Employees exercising their right to designate a personal representative shall do so in writing on the Designation of Union Representative form. The written designation of an employee representative will be provided to the CPAC, Labor Relations Specialist, not later than at the time the grievance is filed with the supervisor.
- c. When in the performance of representational duties, a Union representative will not enter another work area without first obtaining the permission of the supervisor of that area. In the absence of such supervisor, the Union representative shall obtain the permission of the designated acting supervisor.
- d. Upon return to the employee's work station, the representative will personally notify their immediate supervisor of the return to duty.

#### SECTION 8. OFFICIAL TIME REPORTING.

- a. The CPAC is responsible for evaluating and reporting the use of official time in terms of its impact on Agency operations and effective employee representation.
- b. Supervisors and other management officials are responsible for the verification/certification of all official time used for representational functions.

- c. In order to account for the total hours used for approved representational activities, supervisory officials will annotate the time card. The supervisor (or designee) will certify the appropriate category and amount of time used. Union officers and stewards will cooperate with their supervisor in reporting their representational activities. Union officers and stewards may request a copy of the completed time card and/or report for their own records.

#### **SECTION 9. OFFICIAL TIME FOR TRAINING.**

The Employer agrees to allow official time for attendance at Union conducted training which falls under the purview of the Comptroller General guidance on training that is determined by the Employer to be mutually beneficial. No more than forty (40) hours will be allowed per individual employee in a calendar year. Additional hours will be requested/granted on a case-by-case basis.

- a. The Union will submit any request for such employee attendance to the Union representative's supervisor and to the CPAC, ATTN: Labor Relations Specialist, at least fourteen (14) days prior to the proposed training date. The request must include information concerning the content and schedule of the training and the training must be determined to be of mutual benefit to the Employer and the Union. Such requests must also include the names and duty stations and phone numbers of employees whose attendance is desired.
- b. The Employer agrees to allow Union officers and stewards one (1) hour per month for local Union-sponsored training in addition to the Union-sponsored training prescribed above.

### **ARTICLE A-4. SCHEDULED LABOR-MANAGEMENT MEETINGS**

#### **SECTION 1. PARTNERSHIP COMMITTEE.**

IACH Partnership Committee Meetings will be held on official time at a time mutually agreed upon for the purpose of exchanging information and discussing topics of general interest to the bargaining unit represented in this Agreement. A representative from this bargaining unit will be a member of the IACH Partnership Committee.

#### **SECTION 2. JOINT LABOR-MANAGEMENT COMMITTEE.**

Under Article 1, Section 8, of the Agreement, Employer and the Union agree to establish a Joint Labor-Management Committee that will have, as its primary purpose, the maintenance of effective communications between the Employer and the Union. The committee will meet monthly in facilities provided by the Employer unless otherwise mutually agreed. Committee members will, at a minimum, include representatives from the CPAC, SJA and a Union representative from each of the bargaining units. It is agreed by the parties that this committee is not the proper forum to discuss specific issues of individual complaints/grievances.

### **ARTICLE A-5. HOURS OF WORK**

#### **SECTION 1. ADMINISTRATIVE WORKWEEK.**

A period of seven (7) consecutive days beginning at 0001 hours on Sunday and ending at 2400 hours the

following Saturday constitutes an administrative workweek. The administrative workweek consists of the regularly scheduled tour of duty and the regular days off. Tour of duty refers to the hours of the day, and the days within the administrative workweek during which the employee is required to perform services on a regular, repetitive basis.

NOTE: The parties agree that employees participating in an authorized Alternative Work Schedule Plan will be in accordance with the Fort Riley Regulation on Alternative Work Schedules. .

## SECTION 2. REGULAR TOURS OF DUTY.

The Employer reserves the right to establish tours of duty and assign individual employees or groups of employees to those tours of duty. The regular tour of duty for civilian employees is normally scheduled as eight and one-half (8 ½) or nine (9) hours daily over a five (5) day period with an unpaid meal period. The length of the unpaid meal period will be determined by the Activity Director/Commander and will be not less than thirty (30) minutes in length nor more than one (1) hour in length depending on mission requirements and operational considerations.

## SECTION 3. IRREGULAR TOURS OF DUTY.

Nursing management and the union agree that shift assignments will be determined by management officials based on mission requirements, available personnel, patient care needs and employee qualifications in accordance with the reserved management rights under applicable laws.

## SECTION 4. WEEKENDS AND HOLIDAYS.

Management will assign weekends and holidays off in a fair and equitable manner when consistent with the considerations discussed in Section 3.

## SECTION 5. TRAINING.

Tours of duty for individual employees or groups of employees may be adjusted as required to allow for attendance at required training. Management will provide seven (7) calendar days advance notice unless doing so would seriously handicap the mission or result in additional costs.

## SECTION 6. CHANGES IN ASSIGNMENT.

- a. Changes of assignment of tours of duty are scheduled in advance of the administrative workweek over periods of not less than seven (7) calendar days, except when management determines that the Activity would be seriously handicapped in carrying out its functions or that cost would be substantially increased. Qualifications being equal, employees will be allowed to exercise shift preference requests for other than day shift rotations, based upon their service computation date on their SF50 for seniority purposes. For shifts not covered by preference requests, management will establish coverage through a rotation schedule utilizing the remaining available employees. Subject to operational and patient care needs, management and employees may work out other mutually agreed shift arrangements or schedules that support the efficient operation of the activity and when possible, meet the special requests of the employee.

- b. Nurse staffing will be in accordance with Department of Nursing standard operating procedures and policies.

#### SECTION 7. MULTIPLE AND/OR ROTATING TOURS OF DUTY.

- a. The following are examples of work schedules to be used by nursing management to meet patient care needs:
  - 1. 8 hour shifts
  - 2. A 3-shift rotation
  - 3. A 2-shift rotation
  - 4. 12 hour shifts
  - 5. 8, 10, and 12 hour shift combinations
  - 6. Other alternative schedule may be permitted
- b. Subject to operational and patient care needs, management will consider the following:  
Employees on twelve (12)-hour shifts will work two (2) to four (4) twelve (12) hour shifts followed by at least two (2) consecutive days off. They may also work a combination of eight (8) and twelve (12) hour shifts not to exceed forty-eight (48) hours. This will be followed by two (2) or more consecutive days off. Employees should not be required to change from night to day shifts without two (2) consecutive day off. Employees should not be required to work more than three (3) shifts (e.g., days, evenings, nights) or two (2) shift switches (e.g., days, nights, days) within the pay period.

#### SECTION 8. MEALS.

Management considers meal periods unencumbered unless operational or patient care needs require the employee to return to work. It is recognized that unpaid meal periods are times in which nurses are free of duty in connection with their jobs. In the event the appropriate supervisor requires the employee to forego the meal period, the time worked by the employee in excess of the regular scheduled hours in a shift shall be considered overtime for which the employee will receive compensatory time or overtime pay with the special pays authorized in the Code of Federal Regulations.

#### SECTION 9. REST PERIODS.

- a. Employees will be allowed rest periods that may not exceed fifteen (15) minutes during each four (4) hours of continuous work. The rest period will normally be scheduled as near the middle of the four (4) hour period as possible, or as otherwise determined by the supervisor (or other person authorized to adjust rest periods). Rest periods may not be used to extend the meal period or to shorten the workday and are not cumulative.

- b. Management recognizes the need to provide and maintain a reasonably comfortable break room for hospital staff members where feasible. Break rooms are open for use by all hospital staff.

#### **SECTION 10. MANAGEMENT-DIRECTED MEETINGS.**

Employees who are directed to attend management directed functions such as safety meetings during other than their regular work schedule, shall receive compensation in accordance with appropriate regulations. Employees attending such meetings and whose attendance is not directed by management are not entitled to compensation under this provision.

#### **SECTION 11. LEAVE SCHEDULES.**

Projected leave schedules for six (6) month periods will be established in January and July of each year. This modifies the provisions of Article 18 herein requiring establishment of proposed leave schedules annually each January. This modification will apply to the Nurses section. With the exception of this modification, all other provisions of Article 18 shall apply.

### **ARTICLE A-6. OVERTIME**

#### **SECTION 1. CALL-IN OVERTIME.**

- a. Emergency call-in. Call-in overtime for emergency situations will be assigned to the most available employee. In an emergency situation the employer will, to the maximum extent possible, distribute all overtime fairly and equitably to all available employees.
- b. Scheduled on-call. When recall of nurses to bolster staffing needs is a regular unit practice, nursing management will prepare and publish an on-call roster comprised of regular nurses assigned to the unit. On-call rosters will be published a minimum of seven (7) calendar days in advance and will equitably and fairly assign on-call duties on a rotating basis. It is further understood that employees are expected to respond to call-in assignments. Failure to do so may form grounds for disciplinary actions.
- c. The hospital will endeavor to provide radio pager devices for scheduled on-call nurses. On-call nurses are responsible for returning pagers at the end of the on-call period without travel or duty time compensation.
- d. The goal is for on-call nurses to report as soon as possible, usually within one (1) hour. Exceptions to this will be those cases where an on-call report time has been prearranged between the employee and the supervisor or when a report time greater than one (1) hour is specified by the nursing supervisor or a designated representative. Payment for on-call time may be appropriate in some circumstances in accordance with Federal Law and Agency Regulations.

## **ARTICLE A-7. MERIT PROMOTION AND PLACEMENT**

### **SECTION 1. POLICY.**

This plan establishes policies and prescribes procedures for the competitive recruitment process under the authorized application system used by Department of Army (DA). All personnel actions processed will be in accordance with prescribed legal, regulatory, and statutory guidance.

### **SECTION 2. SCOPE.**

The provisions of this plan apply to all Fort Riley positions being filled competitively by the CPAC using the automated application system approved by DA. This does not apply to procedures used by the Delegated Examining Unit or for positions filled through the mandatory career referral process.

### **SECTION 3. APPLICATION PROCESS.**

- a. Selecting officials will receive referrals and resumes of the candidates. Candidates may be referred from multiple referral sources simultaneously or supplemental referral(s) may be issued.
- b. Employees should review vacancy announcements posted on Army Civilian Service at <http://www.armycivilianservice.com/>. The employee will prepare and submit a resume in accordance with the instructions in the vacancy announcement.
- c. An employee must self-nominate for vacancies for which the employee wishes to be considered.

### **SECTION 4. REFERRAL AND SELECTION.**

- a. The selecting official may select or not select any candidate referred under this plan. Selections will be based solely on job-related criteria and reasons for selection will be documented. The selecting official maintains the right to select from any source, to include reinstatement, transfer, handicapped or Veterans Readjustment Authority Eligible, or those within reach on an appropriate OPM/DEU certificate.
- b. The selecting official review and screen all resumes received and ensure that employees referred under this plan receive the consideration to which they are entitled. Based on the resumes submitted, the selecting official will review the resumes to determine selection or to determine which candidates will be interviewed.
- c. The selecting official will furnish definitive reasons for selections, based on merit principles and their judgment of the qualifications of all candidates.
- d. After the CPAC determines that the selectee is qualified the CPAC will make a job offer and arrange a release date with the losing supervisor. An employee will be released no later than the beginning of the second pay period following the commitment. An earlier or later date may be arranged by agreement between the gaining and losing supervisors.

- e. The Employer will issue non-selection letters.

#### **SECTION 5. RELEASE OF EMPLOYEES.**

A selected candidate will normally be released to enter on duty in the new position not later than the beginning of the second pay period following the pay period in which the selection was made. An earlier or later date may be arranged by mutual agreement between the officials of the gaining and losing organizations.

#### **SECTION 6. NON-SELECTION.**

If the selecting official determines that none of the candidates referred are acceptable or chooses to expand the area of consideration, the selecting official must state in writing the reasons why no selection was made and those reasons will be retained with the merit promotion file.

#### **SECTION 7. EMPLOYEE DISSATISFACTION.**

When an employee believes governing procedures were not followed, the employee may file a grievance in accordance with the provisions of Article 10 of the Agreement, Grievance Procedure.

#### **SECTION 8. LICENSURE OF REGISTERED NURSES.**

DoD Directive 6025.6, Licensure of DoD Health Care Providers and AR 40-68, quality Assurance Administration, require that civilian employee registered nurses maintain a valid, current professional license.

- a. The license must be one granted by the recognized licensing agency of a State, The District of Columbia, the Commonwealth of Puerto Rico, Guam or the U.S. Virgin Islands.
- b. In accordance with Chapter 9, AR 40-68, nurses are required to pass the examination offered by the National Council for Licensure Examinations (NCLEX) before working without supervision.
- c. Maintenance of a license by a civilian Registered Nurse is considered a condition of employment. Failure to meet this requirement may be the basis for adverse action against an employee.

### **ARTICLE A-8. TRAINING /SELF DEVELOPMENT**

#### **SECTION 1. TRAINING AND DEVELOPMENT.**

- a. The Employer and the Union agree that training and development of the nurses within the bargaining unit is a part of the personnel management responsibilities of managers and supervisors at all levels. The parties agree to stress to all nurses the need for self-development and training to increase efficiency and improve potential for advancement.

#### **SECTION 2. EMPLOYEES' RESPONSIBILITIES.**

Employees have important responsibilities for their own self-development, because all development

depends upon the employee's desire and ability to learn and improve. Nurses are responsible for planning and completing the Continuing Education Units (CEUs) necessary for maintenance of the license and/or certification required as a condition of their employment.

### SECTION 3. DOCUMENTING SELF-DEVELOPMENT COURSES.

All nurses are encouraged to assume an active, self-development, self-training program that is commensurate with the employee's career goals. They will keep their supervisor informed of pertinent self-activated development programs they have undergone and suggest methods by which newly acquired knowledge or skills may benefit the organization. Nurses are encouraged to present the results of satisfactorily completed training and add it to their Official Personnel Folder by submission of an updated resume to the Civilian Personnel Operations Center (CPOC). All other training certificates will be placed in the employee's training file. When appropriate, training should also be entered into the Army's Electronic Personnel Recordkeeping for training.

### SECTION 4. TRAINING FOR SCARCE SKILLS.

When the Employer considers it feasible to establish training opportunities in areas where scarce skills exist, employees will be informed through training announcements. Selection for training that will lead to promotional opportunities will be in accordance with merit promotion procedures. Consideration will be given to identification of underutilized employees and upward mobility principles. Consistent with the operating needs of the activity and the employer's ability to temporarily replace the employee, leave without pay for up to one (1) year for career educational purposes will be considered for career employees. The course of study or research should improve the skills of the employee to meet an established job description and contribute to the mission of the employer. The employer may limit the number of employees requesting this leave to one (1) employee on leave without pay at any given time. If the employee does not return at the end of the leave without pay, the employee will relinquish their position.

### SECTION 5. ON-THE-JOB TRAINING.

The Employer will provide nurses on-the-job cross-training, where practicable, using competitive procedures, employing such techniques as interchanging employees in the same grade level when they share mutual desires and aptitudes to receive training in each of their respective positions. This Section applies when there is mutual benefit to the nurse and the Employer.

### SECTION 6. RE-TRAINING.

When advance knowledge of the impact of pending changes in function, organization and mission is available, the Employer agrees, where feasible, to plan for retraining of nurses involved. Use will be made on the authority to waive qualification requirements and to enter into training agreements in order to place current employees in lines of work where their services can be utilized.

### SECTION 7. ADDITIONAL TRAINING.

Employees may request excused absence to voluntarily attend training at their own cost that primarily

benefits the employee and is not required for the continued performance of the duties of their current position. Employees may be excused from work without charge to leave to attend such training for a period not to exceed four (4) hours per calendar year. Attendance at such training is not considered hours of work for travel to and from the training.

#### SECTION 8. VARIATIONS IN WORK SCHEDULE FOR TRAINING.

- a. Upon employee request, supervisors may authorize rescheduling of the customary workweek to allow employees to take courses in nearby colleges, universities or other educational institutions when the rescheduling does not appreciably interfere with the accomplishment of the work to be performed. The employee is still responsible for a full 40-hour workweek, and no premium pay will be authorized solely because of the rescheduling. While the courses need not be directly job related, they should be such that will equip the employee for more effective work in the activity.
- b. Requests for change in work schedule to attend self-development training should be made in writing to the supervisor as early as practicable. Supervisors will consider such requests and provide written approval/disapproval.
- c. Nothing in this provision is intended to preclude supervisors from making minor adjustments in work schedules to allow employees to participate in self-development training whether or not the training is job related.

## **NEGOTIATED AGREEMENT**

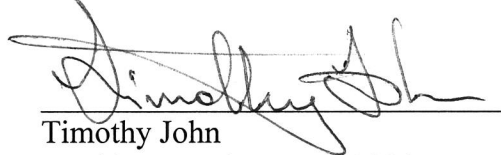
The following individuals representing the Employer and the Union participated in the negotiation of this Collective Bargaining Agreement.

### **FOR THE EMPLOYER:** **CHIEF NEGOTIATOR:**



Dianne Peters  
Director, Civilian Personnel Advisory Center

### **FOR THE UNION:** **CHIEF NEGOTIATOR:**



Timothy John  
President, AFGE Local 2324

### **TEAM MEMBERS:**

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Office of the Staff Judge Advocate

Ellen Becker  
Labor Relations Specialist

Vittorino DiMattia  
Fort Riley Police Department  
Directorate of Emergency Services

Dianna Kallenberger  
Medical Department Activity (MEDDAC)

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Directorate of Emergency Services

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### **TEAM MEMBERS:**

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President, AFGE Local 2324 (retired)

Denis Conley  
President, AFGE Local 2324 (deceased)

David Ross  
Executive Vice President, AFGE Local 2324

Gary Kaehler  
Medical Department Activity (MEDDAC)

David Hughes  
Medical Department Activity (MEDDAC)

Under the authority delegated by the Department of the Army, the parties hereto have agreed to this Collective Bargaining Agreement this 14<sup>th</sup> day of November 2014.

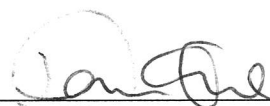
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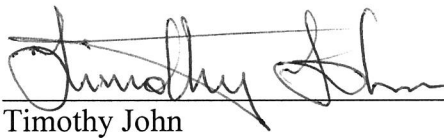


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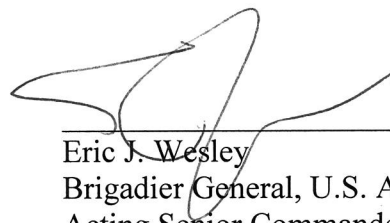
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EXECUTED UNDER THE  
AUTHORITY DELEGATED BY THE  
DEPARTMENT OF THE ARMY



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APPROVAL AUTHORITY  
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Civilian Personnel Management Services

Date 28 April 2015