

Fort Rucker Collective Bargaining Agreement

Between

U.S. Army Aviation Center of Excellence (USAACE)
U.S. Army Installation Management Command – Fort Rucker, AL
U.S. Army Aeromedical Center
U.S. Army Combat Readiness Center
U.S. Army Dental Clinic Command
U.S. Army Air Traffic Services Command
U.S. Army Signal Network Enterprise Center
U.S. Army Contracting Agency
Aviation Center Logistics Command, and
Logistics Readiness Center, Fort Rucker, AL

And

American Federation of Government Employees
Local 1815

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PREAMBLE

In accordance with the provisions of Title VII of the Civil Service Reform Act of 1978, commonly known as the Federal Service Labor-Management Relations Act (FSLMRS or Statute), the Parties mutually recognize that the Congress of the United States has proclaimed that labor organizations and collective bargaining in the Civil Service are in the public interest. In keeping with this proclamation, the Parties, the United States Army Aviation Center of Excellence, the United States Army Installation Management Command - Fort Rucker, AL, the United States Army Aeromedical Center, the United States Army Combat Readiness Center, the United States Dental Clinic Command, the United States Army Air Traffic Services Command, the United States Army Signal Network Enterprise Center – Fort Rucker, AL, and the United States Army Contracting Agency, the Aviation Center Logistics Command, and the Logistics Readiness Center, Fort Rucker, AL, hereinafter called the “Employer”, and American Federation of Government Employees, Local 1815, AFL-CIO, herein after referred to as the “Union”, collectively known as the “Parties”, have mutually agreed on the various articles identified in this agreement and deem the following articles to constitute a total and complete agreement on the subjects addressed in the article. The intent and purpose of this Agreement is to promote and improve the effectiveness and efficiency of the Agency and the well-being of its employees within the meaning of the FSLMRS.

ARTICLE 1 **RECOGNITION AND UNIT DESIGNATION**

SECTION 1. RECOGNITION: The Employer recognizes the Union as the exclusive bargaining representative of all Employees in the units as defined in Section 2 of this Article. The Union recognizes that it is responsible for representing the interests of each bargaining unit employee, without discrimination and without regard to whether the employee has secured actual membership in the Union, as a dues paying member.

SECTION 2. COVERAGE: Per the Parties most recent Certificate of Representative, issued by the Federal Labor Relations Authority (FLRA), AT-RP-16-0014

a. The bargaining unit includes all nonprofessional, non-supervisory General Schedule Employees at the United States Army Combat Readiness Center, all professional and nonprofessional non-supervisory General Schedule Employees of the United States Army Aviation Center of Excellence, the United States Army Aeromedical Center, the United States Army Dental Clinic Command, the United States Army Installation Management Command (IMCOM) - Fort Rucker, AL, the United States Army Contracting Agency (ACA); the United States Army Air Traffic Services Command, the United States Army Signal Network Enterprise Center – Fort Rucker, AL, The Aviation Center Logistics Command, and the Logistics Readiness Center, Fort Rucker, AL.

b. Excluded from the bargaining unit (Section 2a); all Supervisors, management officials, temporary Employees, Employees assigned to other tenant activities, professional Employees of US Army Combat Readiness Center, Employees not currently assigned to Fort Rucker, and the Employees described in 5 U.S.C. §7112(b)(2), (3), (4), (6) and (7).

SECTION 3. DEFINITION: Subsequent references herein to "Employee" and "Employees" will be understood to apply to all Employees of the recognized bargaining units represented by the Union, as described in Article 1, Section 2 above.

ARTICLE 2
FORCE AND EFFECT/PRECEDENCE OF LAW

SECTION 1. FORCE AND EFFECT OF AGREEMENT: The Parties agree that for the full term of this Agreement, the provisions of this Agreement shall remain in full force and effect and unchanged except as mutually agreed, or as may be required by applicable law/rule/regulation.

SECTION 2. DURATION: This Agreement shall remain in full force and effect for a period of seven (7) years from the date of its approval, and from year to year thereafter, unless either party shall notify the other in writing at least sixty (60) calendar days, but no more than one-hundred five (105) calendar days prior to the anniversary date of its desire to modify or terminate this Agreement. Further, it is provided that this Agreement shall terminate at any time it is determined that the Union is no longer entitled to exclusive recognition under 5 U.S.C. Chapter 71 and Title VII Public Law 95-454. Unless otherwise agreed by the parties, negotiations on a new Agreement shall convene not more than ninety (90) nor less than sixty (60) days prior to the expiration date of this Agreement

SECTION 3. AMENDMENTS: This Agreement, except for its duration period as specified in Section 2 of this Article, is subject to opening only as follows:

a. Amendment(s) may be required because of changes made in applicable laws or executive orders after the effective date of this Agreement. In such event, the parties will meet for the purpose of negotiating new language that will meet the requirements of such laws or executive orders. Such amendment(s) as agreed to will be duly executed by the parties.

b. It may be opened for amendment(s) by the mutual consent of both parties at any time. Requests for such amendment(s) by either party must be written and must include a summary of the amendment(s) proposed. The parties shall meet within fourteen (14) calendar days after receipt of such notice to discuss the matter(s) involved in such request(s). If the parties agree that opening is warranted on any such matter(s), they shall proceed to negotiate on amendments to same. No changes shall be considered except those bearing directly on the subject matter(s) agreed by the parties. Such amendment(s) as agreed to will be duly executed by the parties.

SECTION 4. PRECEDENCE OF LAW: It is agreed and understood by the Parties that, in the administration of all matters covered by this Agreement, Officials and Employees are governed by existing and future laws, Executive Orders and regulations of appropriate authorities; by published agency policies and regulations in existence at the time this Agreement is approved that are not in conflict with this Agreement; and by subsequently published agency policies and regulations required by law or regulations of appropriate authorities. Upon notification to the Union of a change in law government wide rule or regulation, the Parties agree that Provisions of this Agreement that become inconsistent with the law, government wide rule, executive order/memoranda, regulation, etc. will be severed and compliance with the law, rule, order, regulation, etc. will take effect upon notification to the Union.

SECTION 5. INCONSISTENCY WITH AGREEMENT: If, after the effective date of this Agreement, any practice develops which is inconsistent with this Agreement, either Party may require the other to conform to this Agreement by providing notice of its intention to enforce the Agreement in the future. Thereafter, both Parties shall conform to the terms of the Agreement.

ARTICLE 3
LABOR-MANAGEMENT NEGOTIATING PROCEDURES

SECTION 1. GENERAL: This Article governs the mid-term bargaining relationship of the parties over matters which are not covered by this Agreement. The Parties agree that the purpose of this Article is to establish a complete and orderly process to improve efficiency and expedite mid-term negotiations in the interest of Fort Rucker and its employees.

a. The Parties agree that the terms of this Agreement shall remain unchanged during its entire term, unless Article 3 Section 1b (below) applies.

b. The Parties recognize that operational need, or other situations (i.e. exigencies) permitted by law may mandate that a change be implemented before bargaining concerning the matter is concluded where an obligation to notify the Union and bargain upon request, exists. Where basic management rights are involved, and an operational need or other situation permitted by law requires the Agency to act without undue delay, the Agency may implement the proposed change and any required impact negotiations will occur or continue on a post-implementation basis.

c. Mid-term agreements negotiated under the terms of this Agreement, must undergo Agency Head Review (AHR) requirements of 5 U.S.C. 7114(c). Mid-Term agreements reached under this Article, must be provided to the AHR authority within five (5) working days of signature for AHR.

SECTION 2. CHANGE IN CONDITION OF EMPLOYMENT: The Employer shall not implement change to existing, or new, policy, procedure, rule or regulation until the parties have fulfilled their responsibility to negotiate, when required, in accordance with Title 5 U.S.C. § 7117 and current case law. All agreements reached under mid-term negotiations will be captured in a Memoranda of Agreement (MOA) or Memoranda of Understanding (MOU).

a. "conditions of employment" are defined in 5 U.S.C. §7103(a)(14) which addresses personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions, except such terms does not include policies, practices, and matters:

1. relating to political activities prohibited under subchapter III of Chapter 73 of this title;
2. relating to the classification of any position; or
3. to the extent such matters are specifically provided for by Federal Statute.

b. If there are MOAs or MOUs negotiated subsequent to this agreement, each MOU or MOA will identify the date or event that will cause the subsequent MOU or MOA to expire, be consecutively numbered, be dated by calendar year, and submitted for agency head review (e.g. 20210107 Organization Subject). The agency will distribute any new MOUs or MOAs to the union and all employees. Any new MOUs or MOAs will carry the same authority as this agreement.

SECTION 3. NOTIFICATION FOR MIDTERM BARGAINING: Service of Notification by either Party will be by federal-express, certified mail, or email from the proposing party. When sent by email, the receiving party will confirm receipt to the sending party, or system verified emails will serve as

proof of receipt. When required, CPAC will provide confirming notice to the Union President and the Union President will provide conforming notice to CPAC.

a. The Employer will notify the Union of any change in conditions of employment as required by the FSLMRS and this Agreement, affecting Bargaining Unit Employees that is significant in terms of both the impact and duration that is not already covered by any Article or Section in this Agreement. The Employer will notify the Union, in writing, through the Civilian Personnel Advisory Center (CPAC), of the change. Notification will include:

1. Organizational name;
2. Organization point of contact and telephone number;
3. Name(s) and work telephone number(s) of Bargaining Unit Employees;
4. What condition of employment will change;
5. The effective date of the change; and
6. Why the change is being made.

b. Union notice for mid-term bargaining: The matter or subject of Union initiated change, not already covered by this Agreement and not expressly covered or reasonably encompassed in this Agreement or inseparably bound up with and thus an aspect of a matter in this Agreement, impacting the working conditions of the unit, will be limited to one (1) per year during the life of the collective bargaining agreement and may only be served by the Union President or designee thirty (30) days prior to the one year anniversary date of signature date of the agreement for every year this Agreement is in effect. The notice will contain the following information:

1. An explanation of the matter the union desires to address through mid-term bargaining;
2. A statement describing the impact to BUEs and identification of the BUEs impacted by the matter;
3. Union proposals describing the union's desired change/outcome. The proposals may not be supplemented prior to or during the negotiations unless mutually agreed; and
4. Designated point of contact for the matter.

SECTION 4. REQUEST TO BARGAIN (Impact and Implementation): The receiving party will submit its written request to bargain (RTB), if bargaining is desired, along with the counterproposal no later than ten (10) work days after the notice of the proposed change is served on the receiving party. Failure to timely RTB or submit a counterproposal will result in waiver of the right to negotiate on the matter. Within fifteen (15) workdays of receiving the proposal the Parties will be at the table for negotiations. The receiving party's request to bargain will designate their Chief Spokesperson. Timelines will only be extended by mutual consent of the Parties.

SECTION 5. INFORMATION REQUESTS: The receiving party may request information in accordance with the Statute or case law of the Federal Labor Relations Authority. If the receiving party has requested information related to the proposal, the receiving party may serve amended proposals on the proposing party no later than seven (7) workdays after its receipt of the information. If the information requested is denied, the denial will not delay bargaining.

SECTION 6. GROUD RULES FOR MID-TERM BARGAINING: The term ground rules approved by Agency Head Review for this agreement will be used for all mid-term bargaining. Any deviation agreed to by mutual consent must also be approved by Agency Head Review prior to negotiations.

ARTICLE 4 **LOCAL REPRESENTATION/OFFICIAL TIME**

SECTION 1. GENERAL: The Employer will recognize all Union Representatives authorized by the Union. The Union shall furnish in writing, as changes occur, a list of all officers and representatives to include the name and organization. The Union has the responsibility to name representatives as needed.

SECTION 2. DESIGNATION OF OFFICIALS:

a. The Employer recognizes the Union officials and representatives must devote time to accomplish representational duties and functions. AFGE Local 1815 is authorized one official position to use official time for union business 100 percent of their duty time. This official will maintain this status for the entire period of their appointment or election. There will be an annual bank of 400 hours for all other union officials and representatives. The performance rating for the union official will be in accordance with applicable regulations, currently 5 C.F.R., Part 430. Performance appraisals for other Unions officials/representatives who perform Union duties on official time will not be lowered on the basis of Union activities.

b. AFGE Local 1815 will be provided a block of 400 hours of official time annually for the installation, for attendance of representatives at training sessions involving matters of mutual benefit to Bargaining Unit Employees and the Employer and receive orientation, indoctrination and training to fulfill their representational obligations under the statute. Attendance will be in the capacity of a Union representative. The Union will provide training agenda to management and will request official time from the Employer when the Employee is scheduled to attend training. The Union will notify the employer when the Employee is scheduled to attend training in order to coordinate the Employee's absence. Copies of agenda, programs, description of training and certificate of training (if available) will be provided to the Employer upon request.

SECTION 3. COVERAGE: Activities in which the Union officials or representatives may appropriately engage themselves during duty hours without charge to leave or loss of pay include the following:

- a. Receive, investigate, prepare, and present Employee grievances to management.
- b. Represent unit Employees in formal disciplinary action proceeding when requested by Employees.
- c. Attend formal meeting between management officials and Employees in accordance with U.S.C. 5 Chapter 71 §7114 (a) (2) (A) (B).

- d. Prepare for, observe and participate in arbitration hearing.
- e. Negotiate with management officials over grievances, personnel policies or practices, or matter affecting working conditions of unit Employees.
- f. Prepare responses to management-initiated proposals for policies, procedures, or regulations.
- g. Attend Employee pre-grievance discussions.
- h. Respond to management's grievances.
- i. Prepare reports required by law.
- j. Prepare proposals for negotiation.
- k. Prepare for, and conduct, negotiations to arrive at a collective bargaining agreement.

SECTION 4. PROCESS FOR REQUESTING OFFICIAL TIME : In addition to submitting the quarterly schedule of expected official time usage, all official time scheduled or requested and used under the provisions of this Agreement by Union Officials (set schedules, stewards, representation, etc.) must also be documented on the CBA Form 1 (Official time Usage) (APPENDIX A).

The following procedures will be utilized when requesting official time for union representatives:

- a. Submit a completed written request for official time for the next pay period to the immediate supervisor as soon as possible.
- b. The immediate supervisor will approve, disapprove, or alter the request within two (2) working days of receipt and return the form.
- c. Complete the Actual Used portion of the form for the preceding bi-weekly pay period and document the amount of official time used in each category (BA, BB, BK, BD) and normally have the form countersigned by the Union president.

SECTION 5. USE OF OFFICIAL TIME: The procedures described above are intended to standardize requesting and approving official time use and to ensure that time used by Union officials during duty hours in the performance of their official union duties will be with the prior knowledge and permission of the official's immediate supervisor and will preclude undue interference with assigned essential duties. In the event the Union official's official business cannot be concluded within the time approved for official time, the union official will contact their immediate supervisor telephonically and request additional time. If the immediate supervisor denies the request, the Employee and the Employer will seek mutual agreement on an alternate time for absence. Should the Employer deny the additional time, this denial will exclude the agency from claiming the Union abandoned the issue or meeting involved. The Union and the Employer will take reasonable action to prevent missing any deadline imposed by law, rule, regulation, or provision of this Agreement.

SECTION 6. CONDUCTING UNION BUSINESS IN THE WORK PLACE:

a. Grievance-related activities. A Union official will attempt to notify the grievant / Employee's supervisor, preferably by telephone, in advance of entering a work area, if a meeting has not been prearranged with the grievant/Employee's supervisor. If the Employer cannot release the grievant/Employee at that time without unduly interrupting the work, jeopardizing the operation of the work area, and/or as the result of an emergency, the Employer will advise the Union Official of an alternate time when the grievant/Employee will be available.

b. If the Union requests a meeting with Bargaining Unit Employee(s) during duty hours, the Union will request the meeting, in writing, to the Employer, listing the names or identifying the work unit of the Employees' unit they wish to meet with along with their duty section, and the dates and times the Union is available to meet. While not bound by the Union's suggested dates and times, the Employer will notify the Union in writing of the scheduled place and time the meeting will occur not later than seven (7) calendar days of receipt of the request.

SECTION 7. ACCOUNTABILITY: Union officials are responsible to ensure that official time is used properly; failure to do so could result in disciplinary action.

SECTION 8. OFFICIAL TIME AND PERFORMANCE: Official time used by Union officials shall be treated as a neutral factor when developing performance standards, evaluating performance, making award recommendations/decisions, etc.

ARTICLE 5

VOLUNTARY ALLOTMENT OF UNION DUES

SECTION 1. The Parties agree that any employee meeting eligibility criteria of the bargaining unit, and who is a member in good standing of the Union, may authorize an allotment for the payment of dues for membership in accordance with 5 U.S.C. 7115, provided:

- a. The employee continues his employment in the unit for which exclusive recognition has been granted;
- b. The employee has voluntarily submitted a request for such allotment of pay; and
- c. The employee received sufficient net salary each pay period to cover the allotment after other legal and required deductions have been made.

SECTION 2. The Union agrees that it will be responsible, during non-work time of employees concerned, for procuring the prescribed allotment form (Standard Form 1187) or via electronic means (E-Dues); distributing the form/information to unit members; annotating the amount of its dues; and providing an overview to its members on the program for allotments for payments of dues.

SECTION 3. An Officer of the Union will receive the forms from members who request an allotment. He will complete Section A of the authorization forms and submit them to the Civilian Personnel Advisory Center (CPAC), L/MER Office. Authorizations received in the CPAC will be promptly submitted to the payroll office and will become effective the next regular bi-weekly pay period after receipt in the payroll office, if submitted on time for processing. The amount of dues to be deducted each pay period shall remain as originally annotated on Standard Form 1187, or E-Dues, by the appropriate official of the Union.

SECTION 4. When an allotment for deduction of Union dues has been started, it must remain in effect for a minimum period of one (1) year, as required by 5 USC 7115(a). An employee may submit a revocation of his allotment at any time after the employee has been a dues paying member for at least one year. The revocation will be processed at the beginning of the first pay period following receipt in the payroll office. The revocation should be made on a Standard Form 1188 that will be provided to the employee by the Employer or the Union, upon request, for this purpose. Alternatively, the employee may submit a revocation by letter which contains the employee's name, social security number, and activity or other work site designation. It is the employee's responsibility to submit his written revocation directly to the CSR on a timely basis. If the Union receives any written revocation of allotment, the Union will send it, within ten (10) working days after receipt, to the CSR.

SECTION 5. The Union will notify the CSR within five (5) calendar days when an employee with a current allotment ceases to be a member in good standing. The payroll office will terminate the allotment upon receipt of the information. An allotment shall also be terminated when the employee leaves the unit as a result of any type of separation, transfer, or other personnel action; when this agreement providing for dues withholding is suspended or terminated by an appropriate authority outside Department of Defense; or when the employee has been suspended or expelled from the labor organization. The allotments for all employees who are members of the Union will be terminated if the Union loses eligibility for exclusive recognition.

SECTION 6. Should the union change its dues withholding rate(s), the union will coordinate with the CSR to adjust the withholding rates within the payroll system. Once the new withholding rates have been added within the payroll system, the new amount(s) shall become effective with the deduction allotment made on the first pay period after receipt of the notice of change by the payroll office, if submitted on time for processing, or at a later date if requested by the Union.

ARTICLE 6

HOURS OF WORK AND TOURS OF DUTY

SECTION 1. BASIC WORK WEEK: The regularly scheduled administrative work week is five (5) consecutive eight-hour days, 0730 to 1615, Monday through Friday, less 45 uncompensated minutes for lunch period each day. An Employee's tour of duty consists of the Employee's regularly scheduled workweek. The Employer will allow sufficient duty time for personal cleanup and storage of work tools and equipment.

SECTION 2. SCHEDULED WORK WEEK: An Employee's tour of duty will be established as far in advance as practical. All tentative tours should be scheduled and posted at least twenty-eight (28) days in advance and, and will be locked in at seven (7) days. Changes in tours of duty with less than seven days' notice shall not be made unless it would hamper accomplishment of the mission or would substantially increase costs.

SECTION 3. IRREGULAR MEAL PERIOD: Where shifts are in operation and an overlapping of shifts to permit time off for lunch or dinner period is not possible, a lunch or dinner period of not more than thirty (30) compensated minutes shall be granted and will be considered time worked. Employees who are unable to stop working for a meal break due to work requirements shall take their meal break at or near their work station at such time as is available during their tour of duty. The Employer should

consider whether delaying the meal period will really resolve the work situation before suspending the meal period.

SECTION 4. ALTERNATIVE WORK SCHEDULES. The parties find that the use of alternate work schedules (AWS) in the form of compressed and flexible work schedules have the potential to improve productivity in the Federal Government and provide greater service to the public. (5 U.S.C. 6120). If the head of an agency finds that a particular AWS schedule has an adverse agency impact, the agency must promptly determine not to continue the schedule (5 U.S.C. 6130 thru 6131). Alternate Work Schedules examples are:

- a. Variable week.
- b. Flexitour.
- c. Gliding scheduled/modified gliding schedule.
- d. Variable day Compressed work schedule.
- e. Compressed Work Schedule.

SECTION 5. NON-STANDARD WORK CONDITIONS:

- a. Work centers having unique or non-standard conditions, i.e., tours of duty or staffing requirements, are encouraged to develop standard operating procedures with their workforce.
- b. If situations arise in work conditions not covered in this agreement or are proposed by management, management will comply with its statutory responsibility to negotiate with the Union IAW applicable laws, rules, and regulations.

ARTICLE 7 **BREAK PERIODS**

SECTION 1. GRANTING BREAK PERIODS: Normally, each Employee shall be entitled to at least two (2) break periods per day away from their duty area of not more than fifteen (15) minutes each. Supervisors may, as mission dictates, suspend a particular break period to meet a work situation which must be immediately addressed. However, the Employer should consider whether delaying the break period will really resolve the work situation before suspending the break period.

SECTION 2. TIME OF BREAK PERIODS: Each Unit Employee may be granted a fifteen (15) minute break period during each four (4) hours of continuous duty. Insofar as practical, the break periods will be at the approximate midpoint of the four (4) hour duty period. Where continuous coverage of a function is required, break periods may be staggered to accommodate work load. The parties recognize that certain environmental conditions may dictate either longer and/or more frequent break periods or the temporary reduction or cessation of break periods.

SECTION 3. MISUSE OF BREAK PERIODS: The parties agree that break periods may not be

contiguous to the lunch period, granted immediately after the beginning of the work shift, granted immediately prior to quitting time, nor shall they be accumulated.

SECTION 4. SMOKING BREAKS: There is no such category as a “smoke break” at Fort Rucker. If an Employee wishes to smoke, in a designated smoking area, they may do so during their granted break period(s).

ARTICLE 8

OVERTIME (OT) AND/OR COMPENSATORY TIME (CT)

SECTION 1. PLANNED OVERTIME AND/OR COMPENSATORY TIME: Planned overtime work/compensatory time work shall be compensated at the appropriate overtime rate to include any shift differential or additional pay to which the Employee is entitled, or by compensatory time off given in accordance with applicable regulations. A quarter hour is the minimum period of time for which overtime will be paid. Overtime of less than a quarter hour multiple will not be aggregated from day to day.

SECTION 2. SCHEDULING: When scheduling overtime and/or compensatory time, the parties agree that overtime and/or compensatory time will be filled first by soliciting volunteers using a voluntary overtime and/or compensatory roster among all Employees that have the required skills and abilities to complete the mission. In the absence of volunteers, a mandatory overtime and/or compensatory time roster will be used to distribute overtime and/or compensatory time.

a. Employees assigned to work overtime and/or compensatory time must be qualified as determined by the Employer to perform the work in an efficient and expeditious manner. For the purpose of this Section, organizational element is defined as the lowest organizational component. When Employees have agreed to work overtime, they will be expected to report as specified, unless it can be shown that a valid reason existed which caused the absence or failure to report. In the event the Employee cannot report to work, the Employee will inform their supervisor as soon as they are capable of doing so.

b. This Section does not apply to Employees assigned to emergency situations requiring immediate action.

SECTION 3. NOTIFICATION: The Employer shall notify affected Employees of the requirements for all planned overtime work promptly after establishing firm overtime requirements. Reasonable effort will be made to provide this notice at least twenty-four (24) hours prior to the requirement. In cases where an Employee is not in a duty status, during the twenty-four (24) period prior to the assignment of overtime and/or compensatory time, management will notify the affected Employee of their assignment to the overtime and/or compensatory time. This section does not apply to Employees assigned to work situations requiring immediate actions outside and/or beyond regular shifts who must be kept on duty, on an overtime basis.

SECTION 4. EXCLUSION: The parties agree that **voluntary** overtime and/or compensatory time will not normally be approved for an Employee that has taken unplanned sick leave for their own illness/injury in the same workday unless a medical certificate is provided before the overtime and/or compensatory time is to begin.

SECTION 5. COMPENSATORY TIME: Compensatory time off shall be earned in accordance with

applicable regulations.

SECTION 6. COMPENSATION WHEN REPORTING TO WORK: Employees called in to work outside their regular shift hours; who physically reports to the work site, shall be compensated for a minimum of two (2) hours, unless the call comes less than two hours prior to the start of the Employees regular shift, in accordance with appropriate regulations regardless of whether the Employees are required to work or not. An Employee called in to work outside their regular shift hours may be promptly excused at the completion of the mission that they were called in to perform; unless their regular shift begins prior to the completion of the mission.

SECTION 7. ON-CALL/STANDBY: Subject to provisions of 5 USC 7106 (D), to take whatever actions are necessary to carry out the agency missions during emergencies, employees who currently do not have the condition of employment requiring them to be subject to on-call or standby duty, or carry an electronic device, will not be subject to said requirement unless the change of condition of employment is first negotiated with the Union through the I & I process.

ARTICLE 9 **HOLIDAYS**

SECTION 1. HOLIDAY AND DAYS OFF: Management will not alter an Employee's day off to avoid paying holiday premium pay subject to 5 CFR 610.121.

ARTICLE 10 **ANNUAL LEAVE**

SECTION 1. ANNUAL LEAVE: Employees accrue and have a right to use annual leave in accordance with applicable laws and regulations referencing: 5 U.S.C. Chapter 63, subchapter 1; 5 C.F.R. part 630, subparts B and C. The determination as to time and amount of leave granted at any specific time is made by the Employer, considering such factors as workload, staffing and training requirements, and the Employee's desires as determining factors.

SECTION 2. AUTOMATED TIME ATTENDANCE AND PROGRAMS SYSTEM (ATAAPS) OR CURRENTLY ADOPTED TIMEKEEPING SYSTEM: ATAAPS will be utilized to request and document all annual leave. Employees must follow-up on all leave requests until they get an approval or disapproval on the request or Employee may be subject to Absence Without Official Leave (AWOL) status.

SECTION 3. REQUEST FOR ANNUAL LEAVE:

a. All requests for annual leave must be made by the Employee to the immediate supervisor or an individual designated by the Employer. The minimum request for annual leave shall be in increments of fifteen (15) minutes. Annual leave may be granted upon request of the Employee subject to workload and manpower requirements. Submission of a leave request does not entitle the requester to annual leave.

b. The supervisor's approval or disapproval of leave requests will be based on mission requirements. Leave submitted far in advance may be disapproved and require resubmission when supervisors have better visibility of mission requirements during your planned absence. Leave that requires payment in

advance will require a discussion between the employee and supervisor to approve or disapprove the requested dates and times prior to the employee requesting leave in ATAAPS and prior to any related purchases.

SECTION 4. CANCELLING APPROVED LEAVE: Approved leave may be cancelled when required by mission. When time allows, supervisors will ask the Employee if they have made any non-reimbursable expenditures if the Employer is considering canceling an approved leave. The employer will give great weight to Employee non-reimbursable expenditures before making a decision to cancel leave. Employees will provide evidence of any claimed non-reimbursable expense(s) when requested. When the Employer finds it necessary to cancel previously approved leave, the reasons will be provided thru ATAAPS or subsequent system. Additionally, if the supervisor cancels approved leave, the employee and supervisor are highly encouraged to have a discussion identifying alternate leave dates.

SECTION 5. UNEXPECTED SITUATIONS: A telephonic request for annual leave to cover unexpected situations that occur before the beginning of a scheduled shift will be made at the earliest possible opportunity, but no later than one (1) hour after the beginning of the scheduled shift, and will be approved or disapproved on a case-by-case basis. Personal requests for unexpected annual leave, once at the work place, will be approved or disapproved on a case-by-case basis. An unexpected situation is defined as a situation where the Employee had no prior knowledge of the event.

SECTION 6. USE OR LOSE LEAVE: Employee must submit use or lose leave schedule in writing by 1 July. Any use or lose annual leave, which has been denied, must be re-scheduled in writing at least three (3) pay periods prior to the end of the leave year before forfeited leave can be considered for restoration. Restoration of forfeited leave will be processed in accordance with applicable Agency regulations. An ATAAPS or subsequent system request satisfies the written scheduling requirement.

SECTION 7. LEAVE TRANSFER PROGRAM: Currently, only annual leave may be donated. Donations to specified Employees will be made in accordance with the Agency leave transfer program.

SECTION 8. ADVANCED ANNUAL LEAVE: Request for advanced leave will be submitted in writing to the supervisor. The requester will be advised of the decision expeditiously. Advanced leave may be granted up to the number of hours the Employee will accrue in the remainder of the leave year.

ARTICLE 11 **SICK LEAVE**

SECTION 1. SICK LEAVE REQUEST: A request through ATAAPS, or subsequent system, (Request for Leave Form) will be submitted to document all sick leave.

SECTION 2. SICK LEAVE ACCRUAL: Employees shall accrue sick leave in accordance with applicable statutes and regulations. Reference 5 U.S.C., Chapter 63.

SECTION 3. REQUEST FOR SICK LEAVE: Employees will request sick leave from their supervisor, or an individual designated by their supervisor, if they are prevented from reporting to work because of an incapacitating illness or injury. The minimum request for sick leave will be in fifteen (15) minute increments. Employees must follow-up on all sick leave requests until they get an approval or disapproval on the request or Employee may be subject to Absence Without Official Leave (AWOL) status.

a. DUTY SECTIONS THAT DO NOT OPERATE AROUND THE CLOCK. Employees will provide the information necessary to support their request for sick leave prior to the start of their scheduled shift. If Employees are unable to request sick leave prior to the beginning of their shift, they must request sick leave within thirty (30) minutes of the beginning of their shift.

b. DUTY SECTIONS THAT DO OPERATE AROUND-THE-CLOCK. Employees will make every reasonable effort to provide the information necessary to support their request for sick leave at least two (2) hours prior to the beginning of their scheduled shift but will ensure that notice is given prior to the start of their shift.

c. CALLING IN SICK. The primary means of requesting unplanned sick leave will be communicated to the supervisor from the employee (telephone, text, or email) or their delegate on each day of sick leave. Employees must continue to make timely requests for sick leave until they receive acknowledgement by a supervisor with authority to grant sick leave. If extenuating circumstances exist that prohibit an Employee from contacting their supervisors within the designated thirty (30) minutes, supervisors should consider the circumstances.

SECTION 4. SUBMISSION OF AN ACCEPTABLE MEDICAL CERTIFICATE:

a. PRIOR SUBMISSION OF AN ACCEPTABLE MEDICAL CERTIFICATE. Employees must request sick leave from their supervisor on a daily basis. Employees may submit an acceptable medical certificate, to their Employer, prior to the effective date of sick leave usage. If an Employee submits an acceptable medical certificate prior to taking sick leave the Employee does not have to make daily calls to request sick leave for the period covered by the medical certificate.

b. DURING USE OF SICK LEAVE. Employees may submit an acceptable medical certificate, to their supervisor, during their period of sick leave usage. If an Employee submits an acceptable medical certificate during the period of sick leave usage the Employee does not have to make daily calls to request sick leave for the period covered by the medical certificate.

SECTION 5. ILLNESS WHILE AT WORK: An Employee who becomes ill at work will request sick leave from their immediate supervisor, designee, or other official in their supervisory chain prior to departing the worksite except when emergency care is necessary. The Employee will provide verification of emergency care whenever the Employee leaves the worksite without providing notice to the supervisor or supervisory chain.

SECTION 6. EXTENDED ILLNESSES: The Employee will furnish an acceptable medical certificate IAW 5 C.F.R. 630.403.

SECTION 7. DEFINITION OF A MEDICAL CERTIFICATE: An acceptable medical certificate is an original medical certificate which contains, as a minimum: the name of the facility and/or provider, address, and telephone number of the provider, and is signed by a registered practicing physician, licensed practitioner, or other appropriate medical office personnel. The medical certificate must also state that the Employee was incapacitated and describe the period of incapacitation. Details of the diagnosis and treatment are not required on the medical certificate. An Agency may consider an Employee's self-certification as to the reason, for his or her absence, as administratively acceptable evidence, regardless of the duration of the absence. Employees that have been issued a letter of

requirement shall provide an acceptable medical certificate to cover any absence due to sickness regardless of duration.

SECTION 8. SCHEDULED APPOINTMENTS: To assist the Agency in providing the Employees the opportunity to use their sick leave for non-emergency medical, dental, or optical appointments, Employees must request sick leave at least three (3) days prior to the date of the appointment.

SECTION 9. UNEARNED SICK LEAVE: Unearned sick leave may be requested in accordance with applicable statutes and regulations.

SECTION 10. ELIGIBILITY FOR LEAVE TRANSFER PROGRAM: Employees should contact their Civilian Personnel Coordinator or the Civilian Personnel Advisory Center for information on eligibility for the Leave Transfer Program.

ARTICLE 12

OTHER LEAVES AND ABSENCES

SECTION 1. COURT LEAVE: Court leave is granted in accordance with applicable law and regulations. Court leave is the authorized absence, without charge to leave or loss of compensation, of an Employee from official duty who is summoned to act as a juror or witness for any party in connection with any judicial proceeding to which the United States, District of Columbia, or a state or local government is a party. Employees, who are attending court as a witness in their official capacity, are on duty time.

a. When the Employee is called to be a witness or juror, the Employee will immediately notify their supervisor and submit a copy of the subpoena or summons.

b. Upon completion of the service, the Employee will submit written evidence of the dates the Employee served as a witness or juror.

c. The Employer may provide a written request for excusal from the duty for an Employee whose services are required at the work site.

d. If an Employee is excused from court service with sufficient time to enable the Employee to return to the work site, for at least two (2) hours of the scheduled workday, the Employee shall return to duty unless granted appropriate leave by the Employer. It is the Employee's responsibility to request and receive approval prior to taking leave.

e. All jury/witness fees received for services for a period when the Employee is granted court leave must be turned in to the supervisor and the Employee will be paid in accordance with applicable DoD regulations. However, Employees may keep expense money received for mileage, parking or required overnight stay. If service fees are waived, documentation of that waiver will be provided.

f. An evening or night shift Employee who performs court service during the day may elect to be granted court leave for the Employee's regularly scheduled evening or night tour of duty. The Employee will continue to be entitled to night differential in accordance with applicable laws or regulation.

SECTION 2. VOTING LEAVE: Administrative excused time may be granted to Employees if they request it for the purpose of voting for elections or referendums, subject to the following:

a. Employees holding voting residence within a forty (40) mile radius from the center of Fort Rucker should be granted excused absence to vote which will permit them to report for work within three (3) hours after the polls open, or leave work within three (3) hours before the polls close, whichever will cause the least period of absence.

b. An Employee residing more than forty (40) miles from Fort Rucker (or living out of state) may coordinate their request for annual leave with their Employer to obtain the time necessary to exercise voting privileges. Voting arrangements requiring leave will be made with the Employee's immediate supervisor prior to Election Day to prevent interruption to work operations.

SECTION 3. MEETING WITH UNION OFFICIALS: Any Employee requesting to speak to an Officer and/or Steward will be granted duty time. The supervisor or appropriate designee must approve the time prior to the Employee leaving the work area, telephonic approval is acceptable. If the Employer denies the request, to prevent undue disruption of the work, the Employer will recommend an alternate date and time.

SECTION 4. OTHER LEAVES: All leaves not specifically covered in this agreement, which may fall under any existing or future law, or DoD regulation, shall be administered in accordance with the governing authority.

ARTICLE 13 **DISCIPLINARY ACTIONS**

SECTION 1. DEFINITIONS:

a. Informal Disciplinary Action – an action such as an oral admonition or written warning. There are similar actions that are not disciplinary at all but are, instead, intended to correct actionable conduct, usually before more serious steps are deemed necessary. Oral warnings and counseling's are examples of these minor non-disciplinary actions.

b. Disciplinary Actions/Adverse Actions- a written reprimand or a suspension for fourteen (14) calendar days or less (appealable under the grievance process).

c. Disciplinary Actions/Appealable Adverse Action – suspensions for more than fourteen (14) calendar days, indefinite suspensions, removals, and reductions of pay or grade are described as adverse actions and are a serious form of disciplinary action (appealable up to MSPB).

SECTION 2. WEINGARTEN: Managers are encouraged to ask questions of Employees prior to issuing a disciplinary or adverse action so they have the relevant facts to determine whether or not to proceed with the action. An Employee, who, during questioning or examination in connection with an investigation, reasonably believes that the investigation may result in disciplinary action, has the right to a Union representative, provided the Employee makes such a request. If the Employee elects to be represented, further questioning of the Employee, if any, will be done in the presence of the representative; provided, no unreasonable delay, not to exceed forty-eight (48) hours, will occur.

SECTION 3. DOCUMENTATION: The Employer will make available to the Employee all documentary evidence used to support a proposed disciplinary action. Copies of relevant evidence will normally be provided with the proposed action.

SECTION 4. REPRIMANDS: The procedure for imposing a reprimand is for the Employer to advise the Employee in writing of the infraction or breach of conduct, and where and when it occurred. The Employee will be advised that continued violations may result in further disciplinary action. Reprimands will state the period that the reprimand will remain in the OPF and that period may not exceed three years. Reprimands should be removed from the file as soon as possible after the stated period ends.

SECTION 5. FORMAL DISCIPLINARY ACTION: The procedure for taking a formal disciplinary action is for the Employer to issue a notice of proposed disciplinary action which will advise the Employee of the infraction or breach of conduct and why the Employer believes the Employee engaged in the misconduct. The notice of proposed disciplinary action will also advise the Employee when, where and how they may submit matters that they want the deciding official to consider before making a final decision on whether to impose discipline. Under normal circumstances, excepting situations that are contrary to law, rule or government wide regulation (i.e. Crime provision or Furlough), the Employee will be given a reasonable amount of time but not less than 24 hours for non-appealable actions and not less than 7 days for appealable actions to respond. The Employee may seek the assistance of the union and to have the union as a representative.

SECTION 6. IMMINENT RISK: In accordance with 29 CFR § 1960.46, an Employee will not be subject to discipline for refusing to perform his or her assigned task because of a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures established under federal or state Occupational Safety and Health laws and regulations.

SECTION 7. RETALIATION: Employees shall not be disciplined or otherwise discriminated against because the Employee has filed a grievance, complaint, affidavit, petition, or has given any information or testimony.

ARTICLE 14

REDUCTION-IN-FORCE

SECTION 1. GOVERNING REGULATIONS: All reductions-in-force will be carried out in compliance with applicable laws, rules, and regulations, currently Title 5, C.F.R., Chapter 351, NDAA 2016 (P.L.114-92, 11-25-2015; codified in sec. 1597 of title 10 USC).

SECTION 2. DEFINITION: A reduction-in-force (RIF) occurs when an Employee is released from his competitive level by separation, demotion, or furlough for more than thirty (30) continuous calendar days, or 22 discontinuous work days (e.g. one workday per week for 25 weeks), but not more than one year, or reassignment requiring displacement, when the release is required because of lack of work,

shortage of funds, reorganization, reclassification due to change in duties, or the exercise of reemployment or restoration rights.

SECTION 3. RETENTION REGISTER: If an Employee receives a reduction-in-force notice, they and/or their designated Union Representative may review the retention register, in the Civilian Personnel Advisory Center (CPAC), for their competitive level. The Employee and/or their representative may also review the retention registers, in the Civilian Personnel Advisory Center, for competitive levels into which the Employee may legally bump. Relevant records will be made available for review at the Civilian Personnel Advisory Center. Employees shall be ranked on a retention register based on current regulations and/or guidance.

SECTION 4. UNION AND EMPLOYEE NOTIFICATION:

a. The Union will be notified of reduction-in-force (RIF) involving Bargaining Unit Employees at the same time the agency issues a RIF notice to an employee. Such notification will include the reason(s) for the RIF; the estimated number of Bargaining Unit Employees involved; and the anticipated effective date. In furtherance of the parties' mutual goal to minimize the negative impact of RIF on Employees, necessary reductions -in-force will be administered in keeping with applicable regulations. While a reduction-in-force is in progress, the Union President or his designee may inquire periodically concerning the status of events and may receive relevant available information applicable to involved unit Employees.

b. Employees will be notified, in writing, of a reduction-in-force no later than sixty (60) days prior to the effective date of the RIF. An Employee will have seven (7) calendar days, excluding federal holidays, to either accept or decline an initial written job offer in RIF.

c. Any offer of a position will contain the following sentence: "Accepting the position offered by this letter will not prevent you from being offered a better position, should one become available before the effective date of the RIF."

d. If an Employee fails to respond within the seven (7) calendar day period, the failure to respond will be interpreted as a declination of the position.

SECTION 5. ELECTRONIC OFFICIAL PERSONNEL FILE REVIEW: Employees affected by RIF should review their Electronic Official Personnel File (eOPF) online at <https://eopf.opm.gov/Army/>. The Employee should ensure that all information in the eOPF is accurate and up-to-date.

SECTION 6. TOWN HALL MEETINGS: No later than thirty (30) days after the Union receives notification of an impending RIF, a town hall meeting may be held with affected Employees, management/supervisors, and the Union and staff members of the Civilian Personnel Advisory Center. Employees will be kept informed of all relevant issues surrounding the RIF and have the opportunity to voice their concerns at the town hall meetings.

ARTICLE 15
POSITION DESCRIPTION

SECTION 1. ELECTRONIC COPIES OF POSITION DESCRIPTIONS: Position descriptions can be

located and reviewed at https://acpol2.army.mil/fasclass/search_fs/search_fasclass.asp or can be requested from the supervisor. The position description will conform to the standards as prescribed by the U.S. Office of Personnel Management and/or pertinent regulations.

SECTION 2. EXEMPT/NON-EXEMPT STATUS: All Standard Form 50's (SF-50) will show exempt or non-exempt status in accordance with current regulations.

SECTION 3. POSITION DESCRIPTION ACCURACY: Supervisors and Employees are encouraged to meet on a regular basis, at a minimum (during the initial performance counseling session), to verify the accuracy of the position description. If it is determined the position description is inaccurate the HR office can conduct a desk audit. If position descriptions are rewritten or edited as a result of these discussions, the Supervisor will provide a copy to the Employee and a copy will be made available to the Union upon request and ensure labor obligations are met. (Reference Article 3, Section 2)

SECTION 4. OTHER DUTIES AS ASSIGNED: The statement "Performs other duties as assigned", will appear as an unnumbered paragraph in the job description to make clear that the assignment of duties to employees is not limited by the context of the position description. As stated in the Classifier's Handbook, minor duties normally do not affect the classification of the position, are usually unimportant to work operations, and change frequently, it is generally not necessary to mention them in the position description. A statement, such as "Performs other duties as assigned," covers such situations adequately.

ARTICLE 16 **POSITION CLASSIFICATION**

SECTION 1. POSITION CLASSIFICATION: Office of Personnel Management (OPM) position classification standards and job grading standards are normally applied in making classification decisions.

SECTION 2. EMPLOYEE REQUESTS: Any Employee who believes that their position is improperly classified should first consult with their Supervisor for information and guidance as to the basis for the classification of their position. However, an Employee need not discuss the matter with their Supervisor prior to filing a formal classification appeal.

SECTION 3. CLASSIFICATION APPEALS: An Employee may initiate a classification appeal over the proper classification of their position. If they are not satisfied with the Supervisor's determination, they may then file an appeal through the OPM. General Schedule (GS) Employees have the option of filing an initial classification appeal through their Supervisor or OPM. An Employee may request information on appeal rights and procedures from the Civilian Personnel Advisory Center. An Employee may elect to be represented by a Union representative during their appeal.

ARTICLE 17 **TRAINING AND EMPLOYEE DEVELOPMENT**

SECTION 1. EMPLOYEE TRAINING: The Parties agree that the training and development of

Employees is mutually beneficial. Training, education and development opportunities are provided in accordance with 5 C.F.R., Part 410 and all other applicable governing regulations. The parties agree to encourage Employees to pursue self-development and training to increase efficiency and improve potential for advancement. Subject to the availability of funds, Management may consider providing training and development of Employees as required to accomplish the mission. Management has discretion to select the subject matter for training, select trainees, and assign training priorities.

SECTION 2. TECHNOLOGY: Management will give strong consideration to providing training due to changing technology, subject to budget and aptitude.

ARTICLE 18 **PERFORMANCE APPRAISALS**

SECTION 1. PERFORMANCE EVALUATION SYSTEM: References: DoD Instruction 1400.25 Volume 431 or current regulations

SECTION 2. GRIEVANCE: Employees who are dissatisfied with their performance rating may file a grievance using the negotiated grievance procedure under current laws, rules, and regulations. Such grievances should be initiated at the lowest level possible.

ARTICLE 19 **TRAVEL**

SECTION 1. GENERAL: Employees may be required to travel for official reasons. Travel away from present duty station is covered by the JTR and DOD Travel Regulations which can be viewed online on at: <http://www.defensetravel.dod.mil/site/travelreg.cfm>. The DOD Travel Regulation governs issuing orders, entitlements and settlement of travel vouchers. In some cases travel in and around the present duty station can be directed and the DOD Travel Regulations govern whether that travel creates any entitlements.

SECTION 2. COMPENSATORY TIME OFF FOR TRAVEL: A special type of compensatory time applying to official travel is implemented in 5 U.S.C. § 5550b. Subject to conditions specified in 5 U.S.C § 5550b, a General Schedule (GS) Employee is entitled to earn, on an hour-for-hour basis, compensatory time off for time in a travel status away from the Employee's official duty station when the time is not otherwise compensable.

SECTION 3. USE OF GOVERNMENT TRAVEL CARD/SPLIT DISBURSEMENT: In accordance with current DoD policy the government travel card will be used by all DoD personnel to pay for all costs related to official government travel. The traveler is responsible for ensuring that the total outstanding charges on the travel card are designated IAW current policy, law, rules, or regulation. Any issues related to travel reimbursement or the government travel charge card or split disbursement may be addressed with his Employer or Agency Program Coordinator (APC). The government travel charge card will only be used for authorized official travel expenses as described by applicable regulation or policy.

ARTICLE 20 **FACILITIES AND BULLETIN BOARDS**

SECTION 1. UNION OFFICE SPACE: Subject to availability, the Employer agrees to provide the

Union sufficient office space to house Union office personnel and equipment. Such space will be accessible to Employees of the bargaining unit. The Union must secure the facility and equipment when not in use, utilities will be provided without charge.

SECTION 2. MEETINGS HELD AFTER DUTY HOURS: The Employer agrees to provide space, if available, for the Union to assemble officers, stewards, and/or unit members for meetings during the non-duty time of Employees in the bargaining unit. The Union will request facilities through the appropriate facility manager, and the Union agrees to provide janitorial and/or security services when required by the loaning activity.

SECTION 3. BULLETIN BOARD SPACE: The Employer agrees to share at least 1/3 of the bulletin board(s), not to exceed 25 inches across the top of bulletin board within its organizations, as mutually agreed upon by the Chief of the section and the Union, for the posting of Union notices and similar informational material. The Union shall be held solely responsible for posting and removing material and maintaining its bulletin board space in an orderly fashion. The Union is fully and solely responsible for the posting material in terms of accuracy and adherence to ethical standards. For those activities utilizing electronic bulletin boards, the Union will coordinate with the appropriate management official to post and remove material.

ARTICLE 21

ELECTRONIC OFFICIAL PERSONNEL FILE

SECTION 1. ELECTRONIC OFFICIAL PERSONNEL FILE: Employees can review their eOPF online at <https://eopf.opm.gov/Army/>. The Employee should ensure that all information in the eOPF is accurate and up-to-date.

SECTION 2. NOTICE OF REPRIMAND: A Notice of Reprimand is automatically removed from the eOPF upon expiration of the time limits specified in the action or when removal is otherwise directed by appropriate authority in writing.

ARTICLE 22

DRUG TESTING

SECTION 1. POLICY AND PROCEDURE: The parties agree that the establishment and administration of its drug abuse testing program will be done in compliance with government-wide laws, rules and regulations (Reference AR 600-85 and DA PAM 600-85).

SECTION 2. UNION REPRESENTATION: An Employee who wishes to have a Union representative present during the drug testing specimen collection shall be permitted as long as it doesn't unnecessarily delay the test. The Employee shall inform their Employer of their wish to obtain Union representation at the time the Employer informs the Employee that they are scheduled for testing. The Union representative will be permitted to observe the actions of the collector, to include the actions in the restroom, but normally will not interrupt or interfere with the collection process in any manner and will stand/sit where the collection site person designates which allows for observation of the collector's actions. Any discrepancies in the testing procedure which are observed by the Union representative will be brought to the Alcohol and Drug Control Officer's attention in writing not later than the close of business of the collection site on the day the discrepancy is observed.

ARTICLE 23
CONTRACTING OUT

SECTION 1. CONTRACTING OUT: The Employer will exercise its rights to make determinations with respect to awarding contracts for the performance of Bargaining Unit Employees work in accordance with governing law, rule and regulation. When the proposed contract will change the conditions of employment of a Bargaining Unit Employee, the I & I process will be utilized (Reference Article 3, Section 4).

SECTION 2. RIGHT OF FIRST REFUSAL: Personnel actions involving Employees directly affected by contracting out actions will be taken in accordance with Reduction-In-Force (RIF) or other appropriate procedures. In instances where Employees are separated under RIF procedures, and the employee has been denied Right of First Refusal, it will be applied in accordance with applicable law, rule, and regulations.

ARTICLE 24
EMPLOYEE ASSISTANCE PROGRAM

SECTION 1. PURPOSE: The Parties agree to promote the Employee Assistance Program (EAP). The EAP is a voluntary program for Employees or Employee family members, family members of active duty and retired military. The program helps with alcohol, drug, emotional, financial and/or other personal problems. The EAP provides free initial assessment counseling and referral services of medical, behavioral, stress, and marital problems.

SECTION 2. CONFIDENTIALITY: The Parties recognize that all confidential information and records concerning Employee counseling and treatment will be maintained in accordance with applicable laws, rules, and regulations. Employees are under no obligation to enroll and the discussion of personal information is kept strictly between the Employee and the counselor, unless the Employee gives permission to release. The EAP is fully supported by the Federal Government and Fort Rucker in accordance with AR 600-85.

SECTION 3. ADVERSE ACTIONS: Employees who are proposed for disciplinary or performance related actions are encouraged to make Employers aware of participation in EAP or other counseling in order that the Employer can fully consider all aspects of the situation. Should the problem be drug or alcohol related, the Employee will be advised of the provisions of AR 600-85. At their discretion, Employers may choose to postpone adverse actions against Employees in a treatment program until the Employee has successfully completed or dis-enrolled from the program.

SECTION 4. LEAVE ASSOCIATED WITH EAP: Employees undergoing counseling at the Employee Assistance Program worksite will be granted duty time for their first visit. Anything beyond first visit will be charged from their own leave balance IAW DoDI 1400.25 V0630 or governing regulation. Employees must request and receive permission, prior to leaving the worksite, to attend a scheduled EAP appointment. An Employee may request an excused absence for the purpose of attending the initial referral appointment/treatment recommended by the EAP Manager. Anything beyond first visit from a referral, will be charged from their own leave balance.

SECTION 5. EAP LOCATION: The EAP is located on Fort Rucker. You may contact the EAP at (334) 255-7678.

ARTICLE 25
GRIEVANCE PROCEDURES

SECTION 1. PURPOSE: The purpose of this article is to provide a mutually acceptable method of prompt and equitable resolution of grievances. The grieving party is obligated to produce for the grievance official sufficient evidence, if the grievant has access to the evidence, to convince the grievance official that the requested relief should be granted.

SECTION 2. DEFINITIONS: A grievance is a complaint;

a. by an Employee concerning any matter relating to the employment of the Employee;

b. by the Union concerning any matter related to the employment of any Employee,

c. by the Union, an Employee or the Employer concerning:

1. the effect of, interpretation of, or claim of breach of this agreement, and/or

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

SECTION 3. GENERAL:

a. Most grievances arise from misunderstandings which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. Every effort will be made to settle grievances at the lowest possible level. It is understood by the Parties that the initiation of a grievance in good faith by an Employee shall not reflect adversely on his/her standing with his/her supervisor and his/her loyalty to the organization, nor shall the grievance be construed as a reflection on the Employee's supervisor.

b. It is understood that grievance meetings will be scheduled with management officials who have the authority to decide the grievance, as determined by the Employer. Supervisors should consider a neutral meeting place to discuss grievances (e.g. conference room).

c. Communication between the Parties is encouraged so as to resolve grievance issues as informally as possible. Therefore, no provision of this article should be interpreted to discourage frequent communication to resolve a grievance matter between the grievant representative and the appropriate person(s) of the opposing party.

d. Union Representation: When electing to be represented by the union a bargaining unit employee may only be represented in the negotiated grievance procedure by a union representative who has been properly designated as a Union Representative by the Local President or designee, and must be identified on the grievance form located in the Appendix to this Article.

e. If a grievance is elevated to the next step by the union or the employee, the grievance decision at the lower level is considered rejected and will not be implemented.

f. Extension of Time Limits: The time limits provided in this Article may be extended for good cause and only by mutual consent of the parties. The party requesting the additional time is responsible for formally requesting in writing the extension of time through the appropriate Union or Management Official. Any such request shall specify the reason(s) an extension is needed and specify the additional time requested. The request and response shall be made part of the official grievance file.

SECTION 4. ISSUES WHICH MAY NOT BE GRIEVED UNDER THIS PROCEDURE:

The following matters will not be raised as a grievance:

- a. Any claimed violation of subchapter III of chapter 73 of Title 5 of the United States Code. This includes any violation or disciplinary action relating to prohibited political activities or anything reasonably construed as a violation of the Hatch Act;
- b. Retirement, life insurance, or health insurance;
- c. A suspension or removal under 7532 of Title 5 of the United States Code (involving national security reasons);
- d. Any examination, certification, or appointment. This includes non-selection for a position vacancy from a list of referred candidates, except where claims of procedural violation or non-merit consideration are involved;
- e. The classification of any position which does not result in the reduction in grade or pay of an employee;
- f. The content of any (e.g., IMCOM, DA, or DoD) regulation, provision(s) of law, or regulations of appropriate authorities;
- g. Resignation, unless disparate treatment is alleged; termination of temporary promotions; termination of probationary or trial period employees; or a decision not to extend any term employee, unless disparate treatment is alleged;
- h. Non-adoption of a suggestion;
- i. Failure to receive or disapproval of a performance or other discretionary award to include time off and honorary awards and the amount thereof;
- j. Agency investigations into loss or damage to government appropriated and non-appropriated fund property to include findings of pecuniary liability for damage to government property as provided in AR 735-5, Property Accountability Policies;
- k. Notices of proposed disciplinary or adverse actions;
- l. Any action concerning the Voluntary Separation Incentive Pay (VSIP) or Voluntary Early Retirement Authority (VERA);
- m. The decision by either party to not extend the time limits of the grievance procedure;

- n. Equal Employment Opportunity complaints or allegations;
- o. Any matter that has been appealed to the Merit Systems Protection Board
- p. A personal action voluntarily requested by an employee;
- q. Any assignment of duty that is part of an employee's job description;
- r. Any matter that has its own review or appeal procedure stated as part of its regulatory provisions (i.e. Comptroller General or General Services Board of Contract Appeals, Department of Labor determinations on workers compensation; etc.)
- s. Complaints over which management has no obligation to consult with the union such as Disputes related to grants of authority under the management rights Section 7106 (a) of the FSLMRS, any matter raised as an Unfair Labor Practice charge;
- t. Fair Labor Standards Act (FLSA) claims;
- u. Formulation of performance standards and critical elements;
- v. Wage or salary rates or schedules established by appropriate authority;
- w. Matters accepted by the Inspector General or Auditor General for review;
- x. Employee performance ratings other than unsatisfactory provided all procedural (i.e. DPMAP) requirements have been met;
- y. Furlough of thirty (30) days or less, imposed by higher authority.
- z. Issues related to covered employees seeking placement in positions outside the bargaining unit.
- aa. Any Prohibited Personnel Practice or issues if the complaint has been raised to the Office of Special Counsel (OSC).
- bb. Actions taken by the Employer required by lawful court orders (i.e., garnishment of wages for indebtedness or child support)
- cc. Expiration or other termination of an allotment of union dues under the terms of this Agreement.
- dd. Management's statutory right to contract out work.

SECTION 5. GRIEVANCE CONTENTS AND FORMAT: When a bargaining unit employee or the Union is filing a grievance, the grievance form found in Appendix B at the end of this Article, will be used to file the grievance. In order for the grievance to be accepted all sections of the form, including appropriate step, shall be completed; otherwise the grievance form may be returned, by the appropriate management official as defined in this article. A grievance may be presented in person, by mail, or email. If presented in person, signature should be obtained to establish the date delivered. If filed

electronically, the delivery receipt or system delivery confirmation will serve as the certificate of service and prove the date received for purposes of the timeline for a response. Copies will be distributed to the Parties and other officials according to the instructions on the form. Forms may be transmitted electronically as word documents or PDF files once signed.

SECTION 6. GRIEVANCE CONTENTS AND FORMAT:

The Parties agree that all grievances must be presented in writing and must set forth the following:

- a. The issue giving rise to the grievance;
- b. Whether a meeting is requested;
- c. The provision(s) of law, regulation, or this agreement which allegedly has been misinterpreted, misapplied, or violated;
- d. Either all relevant evidence and information, or an assertion that relevant evidence is believed to be in the sole possession of the other party; and
- e. The relief sought, which must be personal to the grievant(s);
- f. For Employee grievances: the name and duty organization of the grievant. The Employee's title, series, and grade should be included if known.

SECTION 7. EXCLUSIVE PROCEDURES:

a. This negotiated grievance procedure shall be the exclusive procedure available to the Union, Employer, and Bargaining Unit Employees for resolving grievances which fall within its coverage. However, an Employee may either grieve or appeal under statute to the US Merit Systems Protection Board (MSPB), but not both, any adverse action that is within the MSPB's jurisdiction. An Employee will be deemed to have exercised the Employee's option under this section when the Employee either timely files an appeal with the MSPB or a timely grievance is filed under this article, whichever occurs first.

b. An Employee or group of Employees may present their grievances to the Agency and have them adjusted without the intervention of the Union, as long as the Union is informed of the grievance and is given an opportunity to represent the bargaining unit at the grievance proceedings. An Employee utilizing this procedure may represent himself or be represented by the Union.

SECTION 8. REJECTION OF GRIEVANCE: Allowance for Correction. Grievances may be rejected for:

- a. Not clearly stating the grievance or providing sufficient information for the deciding official to understand the basis for the grievance in order to make an informed decision;

b. Not citing the specific Article(s) and Section(s) of this Agreement, regulation, or law alleged to have been violated or misapplied and any act giving rise to the grievance; and explain how the referenced Section(s) and Article(s) in the Agreement, regulation or law were violated or misapplied; and/or

c. Not clearly specifying the remedy sought.

In the case of a grievance rejection, the Deciding official will identify why the grievance is being rejected, stating the alleged defect, and provide the grieving Party three (3) work days to provide the required conforming information. Failure of the grieving Party to timely submit the conforming information will result in denial of the grievance.

SECTION 9: DENIAL OF GRIEVANCE: Grievances will be denied without recourse, if:

a. Filed untimely;

b. Written to include issues that are excluded from this negotiated grievance procedure as stated in this article.

SECTION 10: GRIEVANCE DECISIONS: All grievance decisions will:

a. Be in writing, state the issue being grieved, corrective action sought, and decision made.

1. Issues of arbitrability will be raised in the decision if reasonably known at the time.

b. When the grievant is represented by the Union, the decision shall be presented to the designated Union representative. The decision may be presented in person or by email. When the grievant has elected self-representation, the deciding official or Labor Management Relations Specialist will present the decision to the grievant, and will provide a copy to the Union. If delivered in person, the Union representative, or grievant, to whom the decision is presented, shall sign for receipt and indicate the date received. If served by email, the delivery receipt or system delivery confirmation will constitute both the delivery and receipt date.

c. A supervisor or Union official to whom a grievance is presented for a decision under this procedure is responsible for issuing a decision within 10 (ten) working days from presentation of the grievance or a mutually agreed upon time limit. If a grievance decision is not issued within the established or extended timeframes the grievance and the relief shall be considered denied. The Union or Agency may then advance the grievance to arbitration within the allotted timeframe. The timeframe will start with the next workday after the date the decision was due.

SECTION 11. DECISIONS OF NONGRIEVABILITY:

a. Issues of grievability will be raised as early as possible, and management will state the reason(s) it is not grievable. Grievability issues are required to be resolved by arbitration prior to addressing the merits of the original grievance. Either party may request a separate hearing on the grievability issue before a hearing is held on the merits of the original grievance. The party alleging non-grievability will

be responsible for the arbitrator's entire bill if the issue is found to be grievable. If the issue is found non-grievable, the parties will each pay one-half of the arbitrator bill. If two hearings are held, separate arbitrators shall hear the grievability issue and the merits of the original grievance issue, unless the parties mutually agree otherwise.

b. Other than as specifically stated by this article, all other provisions of this agreement's article on Arbitration will apply to grievability arbitrations.

SECTION 12. IDENTICAL GRIEVANCES:

a. Should two (2) or more Employees have identical grievances, the grievances can be combined if the Employer, Union and Bargaining Unit Employees agree to combine the grievances and process them as one (1) grievance. The decision on the combined grievance will be binding on the other grievances.

b. Amended grievance. The Union and the Employer must agree that a grievance can be amended to add matters when additional, relevant information becomes available during the grievance process.

c. A new grievance must be filed when the parties do not agree to amend a grievance to resolve new matters discovered during the grievance process.

SECTION 13. TIME TO PREPARE A GRIEVANCE: An aggrieved Employee in a duty status shall be granted a reasonable amount of official duty time to prepare their grievance but must get permission from the supervisor prior to leaving the worksite. The Employee will be given another time and date they can leave the worksite for a reasonable period of time if workload prevents release at the requested time. No grievant will become entitled to overtime pay as a result of time granted to prepare or present a grievance.

SECTION 14. EMPLOYEE GRIEVANCE PROCESS:

STEP 1:

a. The grievant or Union Representative on behalf of the grievant will submit the grievance to the Division Chief/Battalion Commander level of authority, or as determined by management, with a copy given to the Fort Rucker CPAC LMER official. The CPAC Official's role includes tracking the action and advising management. Except for claims of continuing violations, the Employee must raise their grievance within fifteen (15) working days of the issue giving rise to the grievance. The Step 1 deciding official will schedule a meeting, if requested, with the grievant within five (5) working days after receipt of the written grievance.

b. The Employer, Employer representative, aggrieved Employee and/or steward will meet, if requested, and discuss the grievance. A decision will be sent through the Union, to the aggrieved Employee within ten (10) working days after the grievance meeting.

c. If a grievance meeting is not requested, a decision will be issued within ten (10) working days of receipt of the grievance.

STEP 2:

a. If the grievant does not accept the decision of the Step 1 official, the Employee must raise their step 2 grievance within ten (10) working days of the receipt of the step 1 decision. This will be raised to the Step 2 level of authority (Director/Brigade Commander, or as determined by management). The step 2 deciding official will schedule a meeting, if requested, with the grievant within five (5) working days after receiving the Step 2 grievance.

b. The Employer, Employer representative, aggrieved Employee and/or steward will meet, if requested, and discuss the grievance. A decision will be sent through the Union, to the aggrieved Employee within ten (10) working days after the grievance meeting.

c. If a grievance meeting is not requested, a decision will be issued within ten (10) working days of receipt of the grievance.

STEP 3:

a. If the grievant does not accept the decision of the Step 2 official, the Employee must raise their step 3 grievance within ten (10) working days of the receipt of the step 2 decision. This will be raised to the Step 3 level of authority (Garrison Commander/Chief of Staff/Tenant Commander, or as determined by management). The step 3 deciding official will schedule a meeting, if requested, with the grievant within five (5) working days after receiving the Step 3 grievance.

b. The Employer, Employer representative, aggrieved Employee and/or steward will meet, if requested, and discuss the grievance. A decision will be sent through the Union, to the aggrieved Employee within ten (10) working days after the grievance meeting.

c. If a grievance meeting is not requested, a decision will be issued within ten (10) working days of receipt of the grievance.

FORMAL INVESTIGATION: If a formal investigation is conducted, see AR 15-6 section 3-17 regarding procedures for requesting the investigation.

TIME LIMITS: Other than as specifically addressed elsewhere, time limits specified in this article will be extended only by mutual consent of the parties. The party seeking the extension will confirm the request in writing.

SECTION 15. UNION/EMPLOYER GRIEVANCES:

a. Timeframe/Form: Union and Management grievances shall be filed in writing with CPAC LMER in accordance to the requirements of Section 5 within ten (10) workdays after the event being grieved or from the date of awareness of the issue of dissatisfaction. CPAC LMER in conjunction with legal shall determine who the appropriate management official is for the grievance and will advise the Union once determined. Employer grievances will be heard by the Union President or designee. The Union shall use the Grievance Form attached in the Appendix to this Article and shall provide all relevant attachments and pertinent material. Failure to properly complete the grievance form will result in the grievance being rejected.

b. Representative: The grievance form will identify the Union representative or management official handling the grievance.

c. Grievance Conference: If requested timely, a grievance conference will be scheduled to occur within ten (10) workdays of receipt of the request for the conference or as otherwise mutually agreed. The deciding official will take into consideration any facts brought forth during the grievance conference.

d. Grievance Decision: The deciding official will issue a written decision within fifteen (15) workdays after the date of the grievance conference if a meeting was held or within twenty (20) workdays after receipt of the grievance if no meeting was held. The decision shall meet the requirements of Section 9.

ARTICLE 26

MEDIATION/ARBITRATION

SECTION 1. GENERAL: This Article shall be administered in accordance with the Federal Service Labor-Management Relations Statute (FSLMRS), Title 5, U.S. Code Chapter 71, and this Agreement. This Article establishes the procedures for the Arbitration of disputes between the Parties, which are not satisfactorily resolved by the negotiated grievance procedure found in this Agreement. A referral to Arbitration can be made only by the Union or designated management official. The Parties agree their interests and those of the employees are served by providing economical and expeditious Arbitration procedures to resolve promptly and finally disputes which other good-faith means have failed to resolve.

SECTION 2. DESIGNATION OF ARBITRATOR AND SITE OF HEARING:

a. The Parties agree to the following procedures to designate arbitrators to be used for all disputes properly referred by either Party for disposition under the provisions of this Article.

b. Within 30 calendar days of the final grievance decision, the party invoking arbitration (moving party) must serve notice to the other party in writing and shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) by submitting an appropriate request to the FMCS within 30 calendar days after the date of the final grievance decision.

c. Within ten (10) work days after receiving the list of arbitrators from the FMCS, the parties shall select an arbitrator. The parties shall each strike one (1) name from the list alternately and then repeat the procedure until only one (1) name remains. The person whose name remains shall be selected as the arbitrator. The Employer shall have the first strike for the first arbitration; the Union shall have the first strike for the second arbitration case; and thereafter the parties shall alternate in this manner. Failure to move forward with the striking process in a timely manner as provided for in this Agreement or as mutually agreed too, will result in the invoked arbitration being dismissed with prejudice.

d. The cost of obtaining a referral list of arbitrators from the FMCS shall be initially borne by the party invoking arbitration. However, the party whose principal contention is rejected by the arbitrator shall bear the cost for the arbitration referral fee. If a grievance is scheduled for arbitration and subsequently settled prior to the date of the hearing, the chosen arbitrator may be utilized to hear the next arbitration on the docket for the same site of dispute if the parties mutually agree.

e. Should a chosen arbitrator recuse himself or herself for any reason (to include self-disqualification) or if the chosen arbitrator is unable to schedule the case for hearing within ninety (90) calendar days of the date of selection, FMCS will be contacted for further guidance within ten (10) workdays.

f. The hearing will be held within an Employer designated location on Fort Rucker unless otherwise mutually agreed. Each party is responsible for any expenses sustained in pursuit of their grievance.

SECTION 3. COMBINING ARBITRATION CASES: In the interest of cost reduction, efficiency and quicker resolution, the parties will give serious consideration to (1) combining hearings when there is a similarity of facts, law, or witnesses or (2) seeking third party mediation from FMCS or FLRA's Collaboration and Alternative Dispute Resolution Office (CADRO) to pursue settlement while hearing dates are pending.

SECTION 4. AUTHORITY AND DECISION OF THE ARBITRATOR:

a. The arbitrator shall have the jurisdiction and authority to hear and decide the arbitration assigned to him/her except:

1. The arbitrator will have no authority to add to, subtract from, alter, amend, or modify any provision of this Agreement.

2. The arbitrator will have no authority to address any matters excluded from the grievance procedure.

3. The arbitrator will have no authority to consider new issues, allegations, arguments and defenses raised by the grievant that he/she had not specifically and previously raised, in writing, in the formal grievance unless the parties can provide confirmation of facts and circumstances by the time the hearing concludes.

b. The grievant (i.e., moving party), has the burden of proof regarding the merits of the grievance by a preponderance of the evidence.

c. In making awards, the designated arbitrators shall be bound to apply, as necessary, the provisions of law and the standards for review provided in the Statute, other applicable provisions of Title 5, United States Code, and this Agreement, including applicable decisions of administrative authorities to which the parties are subject by law, such as the Federal Labor Relations Authority (FLRA), the Merit Systems Protection Board (MSPB), the Equal Employment Opportunity Commission (EEOC), the Comptroller General of the United States, the General Services Administration, as well as The United States courts.

d. Any disputes regarding arbitrability will be resolved in accordance with Section 5 of this Article.

e. The arbitrator's decisions will be final and binding, except as altered on appeal or provided by law.

f. The arbitrator may retain jurisdiction over a case when necessary to clarify the award.

SECTION 5. GRIEVABILITY AND ARBITRABILITY

a. The arbitrator designated to hear the case on the merits shall have the authority to make all determinations regarding grievability and arbitrability. If the Agency and/or the Union considers a grievance to be non-grievable or non-arbitrable, that issue shall be raised and determined as follows:

1. If the Agency or the Union considers a grievance non-grievable or non-arbitrable, it should communicate such determination to the other party at the earliest possible time after the determination is made.

2. A party challenging the arbitrability of a grievance based on an alleged failure to timely file a grievance, invoke a grievance to arbitration or failure to follow the arbitration procedures, may require that the hearing be bifurcated to provide for a separate hearing and decision to decide the arbitrability issue. A hearing on the merits shall not be scheduled to commence prior to receipt of the arbitrator's decision.

SECTION 6. ARBITRATION PROCEDURES

a. As set forth in this Agreement, a grievance may be referred to arbitration by either party upon an unfavorable grievance decision, or if no grievance decision is received by the grievant or representative, no later than thirty (30) calendar days after the date the grievance response was due. The right to invoke Arbitration is limited to the Union or the management designee as described in the grievance Article; an employee may not independently invoke any of the provisions of this Article.

b. The party invoking arbitration shall notify the other party of its intention to invoke the provisions of this Article. Such notification shall be in writing and will include a copy of the grievance being arbitrated, and the decision, if any. The notice shall also designate the name of the representative of the moving Party and be signed and dated by the Union, or management designee, as appropriate. Notification by either party of its invocation of arbitration will be served via email or alternatively by certified mail, email with delivery receipt, or hand delivery. If the notification is served by certified mail, the moving party is responsible to ensure that the date of service is established by postmark and/or certified mail receipt stamped with the mailing date by the U.S. Postal Service. If the notification is served by email, the date of service is established by the Delivery Receipt date or verified system delivery date. Failure to timely serve an invocation will result in the invocation being untimely and will render the grievance not arbitrable.

c. The moving party shall schedule a meeting with the other party, in person, by teleconference or video conference or other viable method to occur no later than ten (10) work days after the invocation of Arbitration is served on the receiving party. At this meeting the parties shall consider possible settlement and attempt to agree on a joint issues statement.

d. The matter before arbitration must reflect only what has been initially alleged in the grievance form and in the Agency's responses to said allegations. Copies of any documents filed with the arbitrator at any stage of the arbitration proceeding shall be simultaneously served on the other party using the electronic system or as directed by the arbitrator.

e. There will be no communication with the arbitrator on the merits of the matter, unless both Parties are participating in the communication.

f. Each Party shall be responsible for securing its respective witnesses. Witnesses can be made available telephonically, via video conference, or any other method agreed to by the Parties.

1. The grievant, grievant's representative, and Union witnesses who are Fort Rucker employees shall be granted official time only in accordance with the official time article and applicable laws/rules/regulations, and Executive Orders.

2. A written list of each Party's prospective witnesses shall be exchanged at least ten (10) work days prior to the hearing date, briefly identifying the relevance of the testimony expected from each witness. Only material and relevant witnesses shall be called. Either party may object to the other party's witnesses on the grounds that the witness' proffered testimony is not relevant, probative or competent. The arbitrator will be requested to resolve the disputes over the other party's witnesses by a conference call with the parties at least five (5) calendar days prior to the hearing.

3. The Agency shall make all reasonable efforts to ensure approved witnesses who are employed by the Agency are released on duty time for the hearing if otherwise in a duty status. The Union will coordinate notification of the employee-witness's supervisor through CPAC LMER.

g. The arbitration hearing shall be conducted between the hours of 9:00 AM to 5:00 PM CST at the location of the hearing Monday through Friday, unless the parties agree otherwise. The parties may agree to continue the hearing beyond 5:00 PM but will not be compelled to do so.

h. The arbitrator will be requested to issue his/her award promptly and normally no later than thirty (30) calendar days after the conclusion of the hearing or after the final date for the filing of post-hearing briefs, if any. The arbitrator will issue a full written opinion, identifying all significant issues and issues of first impression.

i. The appropriate Party will take the actions upon receipt of the final award no earlier than thirty (30) calendar days, to allow the Party to file an exception or appeal within the appropriate time limits. If an appeal is filed no action will be taken until the Authority's final decision.

j. If no exception or other appropriate legal action is filed within the time limit established by Statute and/or FLRA regulation, the award is final and binding.

k. The failure of the moving Party to adhere to the time requirements of this Article, and/or, failure to take reasonable and definitive steps to expeditiously pursue the arbitration procedures by having a hearing scheduled to be held within six (6) months of the case being invoked, will result in automatic dismissal of the grievance from arbitration and foreclose further processing. In any event, any arbitration case not scheduled for a hearing through no fault of the Parties within six (6) months will be docketed however, arbitration not scheduled within 6 months due to failure of a party of invocation will be considered withdrawn by the moving party.

l. In computing periods of time for the purposes of this Article, the first day of counting will be the day following the date of the act or event (e.g., the day after the employee received a final decision to take discipline or the day after the deadline for submitting a response to a grievance). If the last day in the count is a Saturday, Sunday, or a legal holiday, that day shall not be counted, and the last day will be the next regular work day. This recognizes that days the employer's office may be closed due to weather or other emergency, but employees are authorized to telework, such days will be considered regular workdays for purposes of the count.

SECTION 7. TRANSCRIPTION: In those cases where either party deems it necessary, it may arrange that a transcript of the hearing be made by a qualified court reporter. The party making such arrangement shall bear the full cost thereof. The other party may purchase a copy. If the arbitrator requires a transcript, both parties shall split the cost equally. Audio recordings will only be allowed if approved by the arbitrator.

SECTION 8. PAYMENT OF FEES:

a. Costs of regular fees, including reasonable travel expenses of the arbitrator selected to hear the case, will be borne by the losing Party. The arbitrator will have authority to determine the costs when the award is a split decision.

b. Travel costs of each party (and witnesses thereof) to travel to the hearing site will remain that party's responsibility regardless of the outcome of the arbitration.

c. In the event the parties mutually agree to postpone, delay and/or cancel an arbitration proceeding, the parties shall share equally any fees charged by the arbitrator for such cancellation; otherwise, the Party who postpones, delays, or cancels the hearing shall pay all fees charged.

ARTICLE 27
ADVERSE WEATHER CONDITIONS

SECTION 1. Employees are expected to make a reasonable effort to report for work during hazardous geological/weather conditions. All Employees who are unable to report for duty shall notify their immediate supervisor as soon as possible but no later than one (1) hour after the beginning of the scheduled shift except for shift personnel and templated healthcare personnel. The Employer agrees that an Employee who is unable to report for duty may be granted appropriate leave IAW 5 CFR Part 630.

SECTION 2. All Employees should be briefed on their duties and responsibilities regarding emergency reporting/notification procedures.

SECTION 3. When the Employer determines hazardous geological/weather conditions exist and the safety of Bargaining Unit Employees is threatened, on duty Bargaining Unit Employees who can be spared from duties may be given administrative leave.

SECTION 4. In making the determination to grant administrative leave, the Employer may consider conditions which threaten Employee's home, family, or safe travel to and from home; current meteorological information, news media, official road reports, leave approvals and reduced staffing or closings at other area government facilities. The Employer may consider existing conditions and forecasted conditions.

SECTION 5. Circumstances beyond the control of the Employer may make it necessary to interrupt or suspend operations resulting in the employee being placed on appropriate leave at management's discretion.

SECTION 6. The Employer should ensure that all Employees are provided with a procedure that establishes the method of notification, where and when the Employee should report to duty.

ARTICLE 28
INFORMATION REQUESTS

SECTION 1. 7114(B) (4) PROCEDURE: The following procedures will be used when requesting and responding to requests for information pursuant to 5 U.S.C. § 7114(b) (4). The Union will submit all 7114(b) (4) requests in writing to the appropriate management official with a copy provided to the Fort Rucker Civilian Personnel Advisory Center (CPAC). Each request must contain a request for specific identifiable information. Each request must also express the particularized need for the information by describing how the information would help the Union pursue a Grievance or conduct Impact and Implementation negotiations if it is provided. Each request must express why the information sought cannot be readily obtained in another way if the information has previously been provided to the Union or assigned representative.

SECTION 2. TIMELINES: Within ten (10) calendar days after receipt of the request for information, the Employer will either:

- a. provide the information requested;
- b. inform the Union in writing that the information will not be provided for reasons the Employer will specify; or
- c. if the information cannot be provided within ten (10) calendar days, the Employer will inform the Union of a date by which the information will be provided and the reason(s) the information could not be provided within ten (10) calendar days.

ARTICLE 29
ABANDONMENT OF POSITION

The absence of an Employee coupled with the failure of the Employee to notify and request leave, in accordance with leave request procedures as outlined in the Agreement, from their immediate supervisor or other management official could be considered as abandonment of position (i.e. AWOL) as appropriate, and the Employee could be considered for disciplinary/adverse action.

ARTICLE 30
MEDICAL EXAMINATIONS

SECTION 1. GENERAL. The Union understands that Agencies are authorized to establish physical requirements for individual positions. The requirements must be clearly supported by the actual duties of the position and documented in the position description.

SECTION 2. AUTHORITY TO REQUIRE AN EXAMINATION. IAW 5 CFR, 339.301.

SECTION 3. PAYMENT FOR EXAMINATION. Agency will follow requirements under 5 CFR 339.304.

SECTION 4. REIMBURSABLES. All medical examinations required by the Agency under the statute shall be scheduled on duty time. Employees shall be reimbursed in accordance with applicable regulations.

ARTICLE 31
EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. GENERAL: Federal Sector Equal Employment Opportunity: 29 CFR 1614.

SECTION 2. UNION INCLUSION: The president of the Union shall be a member of the Equal Employment Opportunity Advisory Committee or may designate an alternate representative to participate in EEO plans. Management will consider any nominations by the Union for potential Equal Employment Opportunity Counselors.

SECTION 3. UNION'S ROLE:

a. In recognition of the Union's role as exclusive representative, the Employer agrees that Employees covered by this agreement will be informed of their right to process their complaint under appropriate EEO standard procedures found in 29 C.F.R. 1614 or under the negotiated grievance procedures outlined in this agreement.

b. If an Employee covered by this agreement elects to process his/her complaint under the negotiated grievance procedure, the Union at the request of the bargaining unit member, shall have the right to be present during all communications between management and Employees.

ARTICLE 32
SAFETY, HEALTH AND WELFARE

SECTION 1. WORKING CONDITIONS: The Employer will, in accordance with applicable laws and regulations, exert every reasonable effort to provide and maintain safe working conditions and health protection for Employees. The Union will cooperate to that end and will encourage all Employees to work in a safe manner.

SECTION 2. EMPLOYEE SAFETY RESPONSIBILITY: Each Employee has a primary responsibility for their own safety and an obligation to know and observe safety rules and practices as a measure of protection for themselves and others. Suggestions from any individual Employee or Union which offer practical and economically feasible ways of improving safety conditions are encouraged.

SECTION 3. SAFETY REPORTING REQUIREMENTS: In the course of performing their normally assigned work, all Employees will be alert to observe unsafe practices with equipment and conditions as well as environmental conditions in their immediate area, which represent health hazards. When unsafe or unhealthy conditions are observed in any area, Employees or the Union should report them to their Supervisory chain.

SECTION 4. ON-THE-JOB INJURY: On the job injuries will be processed IAW applicable rules and regulations using ecomp at www.ecomp.dol.gov. It is recommended that employees pre-register/obtain username and password on the ecomp website.

a. It is recommended that employees contact the union should they have questions or difficulties completing the worker's compensation paperwork using ecomp.

b. Determination as to when the Employee is physically qualified to return to full duty will be made by an appropriately recognized medical authority.

SECTION 5. PROTECTIVE CLOTHING & EQUIPMENT: The Employer will furnish protective clothing and equipment as required by applicable regulations, rules, laws and agreements for the performance of assigned work. The Union may recommend new protective clothing and equipment, and/or modifications to existing equipment for consideration.

ARTICLE 33 HEALTH BENEFIT PLAN

Enrollment information and health plan benefits summaries can be found at www.benefits.gov.

ARTICLE 34 FURLOUGH

SECTION 1. DEFINITION / GUIDANCE: A furlough is the placing of an Employee in a temporary non-duty, non-pay status because of lack of work or funds, or other non-disciplinary reasons. For most Employees, there are two basic categories of furloughs, each involving different procedures. A furlough of thirty (30) calendar days or less is covered under 5 C.F.R, Part 752 - Adverse Actions Procedures. A furlough of more than thirty (30) calendar days is covered under 5 C.F.R., Part 351 - Reduction-in-Force procedures.

SECTION 2. NOTIFICATION: Management agrees to notify the Union of an impending furlough in a timely manner.

SECTION 3. COMMUNICATION WITH EMPLOYEES:

a. A furlough may affect any Employee and therefore, it is not possible for an Employee to be exempted from all furloughs. Employees will be notified of an impending furlough in a timely manner. Employees on furlough are advised they are not permitted to work or volunteer to work in accordance with OPM guidelines. However, they may be recalled to work by the Employer and taken off furlough status.

b. The Employer shall make all reasonable efforts to directly contact each Employee to notify them of termination of the furlough.

ARTICLE 35 WITHIN-GRADE INCREASES

SECTION 1. GUIDANCE: The decision as to whether to grant or withhold a within-grade increase (WIGI) will be made in accordance with applicable federal laws, rules and regulations (5 U.S.C. § 5335).

SECTION 2. EMPLOYEE RIGHTS: Employees in the bargaining unit may be represented by the Union at any stage of the process.

SECTION 3. ACCEPTABLE LEVEL OF COMPETENCE: In order to receive a WIGI, an Employee's most recent appraisal must show that the Employee's performance of duties and responsibilities is at an acceptable level of competence (fully successful or better). A WIGI will be denied if the Employee's current performance, with respect to any critical element, is unacceptable.

SECTION 4. RECONSIDERATION: An unacceptable level of competence determination shall be communicated to an Employee in writing as soon as possible after the completion of the waiting period or other period upon which it was based. The written notification to the Employee shall set forth the reasons for the negative determination, their right to request reconsideration of the negative determination, and the time limit for requesting reconsideration. An Employee must request reconsideration in writing within fifteen (15) calendar days of notification. After reconsideration, the Employee shall be informed in writing within thirty (30) calendar days. If the denial of the WIGI is sustained, the Employee will be informed the right to appeal the action.

ARTICLE 36

GENERAL WORKING CONDITIONS AND EMPLOYEE SERVICES

SECTION 1. GENERAL:

- a. The Employer has a responsibility to provide and maintain satisfactory, sanitary facilities, to include pest control, separate restrooms and break areas where space is available.
- b. Repair to lighting, heating and sanitary facilities will be on a priority basis.
- c. The Employer will provide a refrigerator and microwave oven if possible and considered essential to the morale and efficiency of the Employees.

SECTION 2. OFFICE TEMPERATURES: General office space temperatures will be maintained in accordance with Army energy use policy. In situations where appropriate conditions cannot be maintained (temperatures below 65° or above 85° Fahrenheit), the Employee(s) may be moved to an appropriate environment and/or released in accordance with applicable laws, rules and regulations.

SECTION 3. HANDICAPPED PARKING: The Employer will provide handicapped parking as outlined in Americans with Disabilities Act (ADA).

SECTION 4. CHILDCARE AVAILABILITY: Childcare facilities will be available in accordance with AR 608-10. Federal Employees are authorized to utilize the installation childcare facilities.

ARTICLE 37

COPIES OF THIS AGREEMENT

SECTION 1. GENERAL: The approved version of this Agreement will made available for all employees on the Fort Rucker Intranet at <https://intranet.rucker.army.mil/cba.html> and the Fort Rucker Internet Page at <https://home.army.mil/rucker/index.php/cba>.

FOR THE EMPLOYER:

FOR AFGE, LOCAL 1815:

LONNY R. KEEN
Chief Negotiator
Chief, Fort Rucker Fire and Emergency Services

J. EMERSON GARRISON
Chief Negotiator
President, AFGE, Local 1815

THIS AGREEMENT IS EXECUTED ON THIS 29th DAY OF April 2021.

DAVID J. FRANCIS
MG, AV
Commanding

APPENDICES

PAGE #:

A. Record of Union Representative (Official) Time Usage

A-1

B. Grievance Form

B-1

APPENDIX A

RECORD OF UNION REPRESENTATIVE (OFFICIAL) TIME USAGE

Union Representative will complete this form in accordance with CBA Article 4

Name of Representative: _____ Time and Date of Request: _____

Organization of Representative: _____

Dates (pay period) on which time is proposed to be used: Start Date: _____ End Date: _____

WK 1:	MON	TUE	WED	THUR	FRI
WK 2:	MON	TUE	WED	THUR	FRI

Total Hours Requested: _____

 (Signature of Requesting Union Representative)

Total Hours Approved: _____ Time/Date of Approval: _____

Signature of Approving Agency Official: _____

Disapproved: _____ (Explain) _____

Alternate Schedule Offered: (Same pay period as above.)

WK 1:	MON	TUE	WED	THUR	FRI
WK 2:	MON	TUE	WED	THUR	FRI

Total Hours Approved: _____ Time/Date of Approval: _____

Signature of Approving Agency Official: _____

Signature of Representative: _____

Categories for Official Time Usage: *(Terms & definitions of codes can be found on the back of this form)*

BA – Contract Negotiations

BK – Grievances and Appeals

BB – Midterm Negotiations

BD – Labor/Management Relations

Official Time Used: (Enter number of hours used below the appropriate code.)

WK 1: MON				TUE				WED				THUR				FRI			
BA	BB	BK	BD	BA	BB	BK	BD	BA	BB	BK	BD	BA	BB	BK	BD	BA	BB	BK	BD
WK 2: MON				TUE				WED				THUR				FRI			
BA	BB	BK	BD	BA	BB	BK	BD	BA	BB	BK	BD	BA	BB	BK	BD	BA	BB	BK	BD

Total Hours Used: _____

 (Time and Date) (Signature of Union Representative)

To the best of my knowledge, I certify to the correctness of the amount official time used and that the representative used the official time for proper representational purposes.

 (Time and Date of Certification)

 (Signature of Certifying Union Official)

APPENDIX A

Terms and Definitions

BA – Contract Negotiations - Including time spent with FMCS and FSIP, on FLRA negotiability dispute proceedings, and in preparation for negotiation. Basic, Renegotiation or Reopener Negotiations.

BB – Midterm Negotiations - All negotiations other than those covered by BA (Contract Negotiations), including formal negotiations over a proposed change in activity policy. Informal negotiations, and impact and implementation bargaining.

BD - Labor/Management Relations – Including labor- management committees, consultations, OSHA walk-arounds, FLRA ULP and representation proceedings, labor relations training for Union representatives under 5 U.S.C. 7120(a), formal and informal meetings, "Weingarten"-type meetings, preparation *for* meetings and any investigation/preparation time allowed by the negotiated agreement or controlling regulations.)

BK – Grievances and Appeals – Including serving as a witness to third-party proceedings and investigation/preparation time.

a. Grievances and Arbitration under the Negotiated Agreement

b. All other Grievances and Appeals (DA Grievance procedure, appeals to MSPB, EEO complaints, OSHA complaints and any other complaints and appellate processes.)

APPENDIX B

GRIEVANCE FORM

(For use of this form see Collective Bargaining Agreement)

Grievant's Name: _____ Date: _____

Job Title / Grade: _____ Organization: _____

Unresolved Grievance: (State exactly what the grievance is and date of occurrence. Attach additional sheets if more space is required to articulate underlying facts of the grievance.)

Article(s) and Section(s)/Regulation(s), in Dispute: (Describe how each Article, Section, Regulation, or Subsection was violated.)

Corrective Action Sought:

Are meetings requested at all Steps? Yes No

Required Distribution: Union President or designee;
 CPAC LMER Representative;
 Appropriate management official as identified in the Article.

Representative's Name: _____ Signature: _____

ALL TIME LIMITS IN ARTICLE 25 MUST BE COMPLIED WITH

****CALL A.F.G.E. LOCAL 1815 FOR APPOINTMENT. DO NOT CONTACT THE EMPLOYEE DIRECTLY****

APPENDIX B

STEP 1

(Grievance must be filed within 15 working days of the issue giving rise to the grievance)

STEP 1 DECIDING OFFICIAL: _____

DATE GRIEVANCE PRESENTED TO STEP 1: _____
(Meeting must be scheduled within five (5) working days of receipt.)

DATE DECISION WAS RENDERED: _____
(Must be submitted within ten (10) working days after the grievance meeting date.)

DATE OF WRITTEN DECISION: _____ (Attach Copy)

STEP 2

(Step 2 grievance must be filed within 10 working days of receipt of Step 1 decision)

STEP 2 DECIDING OFFICIAL: _____

DATE GRIEVANCE PRESENTED TO STEP 2 DECIDING OFFICIAL: _____
(Meeting must be scheduled within five (5) working days of receipt.)

DATE DECISION WAS RENDERED: _____
(Must be submitted within ten (10) working days after the grievance meeting date.)

DATE OF WRITTEN DECISION: _____ (Attach Copy)

STEP 3

(Step 3 grievance must be filed within 10 working days of receipt of Step 2 decision)

STEP 3 DECIDING OFFICIAL: _____

DATE GRIEVANCE PRESENTED TO STEP 3 DECIDING OFFICIAL: _____
(Meeting must be scheduled within five (5) working days of receipt.)

DATE DECISION WAS RENDERED: _____
(Must be submitted within ten (10) working days after the grievance meeting date.)

DATE OF WRITTEN DECISION: _____ (Attach Copy)

STEP 4

INVOKING ARBITRATION

(Within 30 calendar days of final grievance decision, the Party invoking arbitration must serve notice to the other party in writing.)

DATE STEP 3 DECISION RECEIVED: _____

REFERENCES

The Parties agree that all references throughout the CBA and the reference page are simply referenced for the purpose of identifying the policy covering how situations involving that particular matter is controlling and the Parties cannot negotiate cited law/rule/regulations.

MANAGEMENT RIGHTS: The Employer rights and authorities as they existed prior to the signing of this Agreement are retained reference 5 U.S.C. § 7106 at <https://uscode.house.gov/>.

WEINGARTEN NOTICE: The Employer will annually inform Employees of their rights under 5 U.S.C. §7114 (a) (2) (B) at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>.

EMPLOYEE PRIVACY: To the extent practicable, efforts will be made to ensure privacy and confidentiality where an Employee is served with a civil warrant, summons, or subpoena.

EMPLOYEE RIGHTS: The employee rights can be found in 5 U.S.C. 7102 at <https://uscode.house.gov/>

FINANCIAL LIABILITY INVESTIGATION OF PROPERTY LOSS (FLIPL): AR 735-5 Property Accountability Policies at https://armypubs.army.mil/ProductMaps/PubForm/Details.aspx?PUB_ID=1000976.

RESIGNATIONS: 5 CFR 715.202 at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>

UNION REPRESENTATION RIGHTS AND DUTIES: 5 U.S.C. 7114 at <https://uscode.house.gov/>

OFFICIAL TIME: 5 U.S.C 7131 at <https://uscode.house.gov/>

UNFAIR LABOR PRACTICES: 5 U.S.C. 7116 at <https://uscode.house.gov/>.

OVERTIME/COMPENSATORY TIME: Title 5 C. F. R. parts 550 & 551 at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>.

OTHER LEAVES AND ABSENCES: <https://www.opm.gov/> (Pay & Leave Reference Materials)

INTRODUCTION TO THE POSITION CLASSIFICATION STANDARDS: OPM's policy on evaluating positions that include work classified to more than one grade level <https://www.opm.gov/policy-data-oversight/classification-qualifications/classifying-general-schedule-positions/positionclassificationintro.pdf>

CONTINUED SERVICE AGREEMENT: 5 U.S.C. 4108 and 5 CFR 410.309 - SF 82 at <https://uscode.house.gov/> and <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>

INCENTIVE AWARDS: AR 672-20 (para 2-8) at https://armypubs.army.mil/ProductMaps/PubForm/Details.aspx?PUB_ID=1020582

REASONABLE ACCOMMODATION: AR 690-12 Appendix C, at https://armypubs.army.mil/ProductMaps/PubForm/Details.aspx?PUB_ID=1007407

PARKING: Fort Rucker Regulation 190-5, Fort Rucker Motor Vehicle Regulation at https://intranet.rucker.army.mil/policy-reg/regulations_2531.html

OFFICE SPACES: AR 405-70 Utilization of Real Property at https://armypubs.army.mil/ProductMaps/PubForm/Details.aspx?PUB_ID=3253.