



Basic Labor Agreement

*Between
American Federation of Government Employees
Locals 1712, Fort Richardson and 1834, Fort Wainwright
AND
U. S. Army Alaska,
U. S. Army Garrison Alaska,
U. S. Army Medical Activity – Alaska,
U. S. Army Dental Activity – Fort Wainwright,
59th Signal Battalion, Fort Richardson,
and Regional Contracting Office, Alaska*

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ARTICLE 1

PREAMBLE

1.1. We (Union and Management) agree that above all else, customer service comes first. We intend to create and maintain a working environment that provides our employees with the capability to provide exceptional service. We expect our employees to be correctly compensated, to be trained, to be fairly evaluated, to be recognized for exemplary service, to be honestly considered for career progression, and to be heard in both their recommendations for improved service and their complaints on matters of working environment.

1.2. In accordance with AR 690-711, Public Law 95-454 (hereinafter referred to as Public Law (PL)), this agreement is made and entered into between United States Army, Alaska (USARAK); Installation Management Agency, Alaska (IMA-Alaska); Army Contracting Agency, Alaska (ACA-Alaska); USA Medical Department Activity-Alaska (MEDDAC); USA Dental Activity Alaska (DENTAC); and 59th Signal Battalion hereinafter referred to as Management, and the American Federation of Government Employees, Locals 1712 (Fort Richardson), 1834 (Fort Wainwright), hereinafter referred to as the Union, collectively known as the Parties. This agreement and such supplemental agreements as may be agreed upon hereunder from time to time together constitute a collective agreement between Management and the Union. This agreement supersedes all previous written agreements and past practices between the Parties; except those past practices, such as working conditions, not covered by this agreement.

1.3. The agreement has been developed using interest based bargaining. The agreement emphasizes cooperation between labor and management, a concern for employees' welfare, and a focus on customer service. The parties agree to enhance the efficiency of mission accomplishment with maximum customer service and cooperation by jointly addressing issues.

ARTICLE 2

UNION RECOGNITION AND JURISDICTION

2.1. The provisions of the contract are applicable to all employees of each unit. The bargaining units are defined as encompassing all Federal Wage System (FWS) and General Schedule (GS) employees of Fort Richardson, and Fort Wainwright, Alaska, under the jurisdiction of Headquarters, United States Army Alaska (USARAK), IMA-Alaska, ACA-Alaska, and MEDDAC (including professional employees), DENTAC at Fort Wainwright only, and 59th Signal Battalion at Fort Richardson only in their respective bargaining units. The bargaining units do not include the following:

2.1.1. Any management official or supervisor.

2.1.2. A confidential employee.

2.1.3. An employee engaged in personnel work in other than a purely clerical capacity.

2.1.4. Professional employees, unless a majority of the professional employees vote for inclusion in the unit.

2.1.5. Any employee engaged in intelligence, counterintelligence, investigative, or security work that directly affects national security.

2.1.6. Any employee primarily engaged in investigation or audit functions relating to the work of individuals employed by an agency whose duties directly affect the internal security of the agency, but only if the functions are undertaken to ensure that the duties are discharged honestly and with integrity.

2.2. Where informal attempts to resolve disputes concerning unit membership fail, the disputes will be submitted to the Federal Labor Relations Authority (FLRA) for determination.

ARTICLE 3

AUTHORITY, LEGAL AND REGULATORY APPLICATIONS

3.1. This agreement is entered into pursuant to authority granted in PL 95-454.

3.2. In the administration of all matters covered by the agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth by the Office of Personnel Management (OPM); by published agency policies and regulations in existence at the time this agreement is approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level, and will require consultation and/or negotiation. The agreement shall at all times be applied subject to such laws, regulations and policies.

3.3. Management and employees shall comply with agency regulations governing personnel policies and practices, and general conditions of employment. This section shall not be construed to require Management to issue, change, or retain a regulation.

3.4. This Article shall apply to all supplemental, implementing or subsidiary agreements between the Parties.

ARTICLE 4

MANAGEMENT RIGHTS

4.1. In accordance with Title 5 U.S.C., Chapter 71, Management retains the right:

4.1.1. To determine the mission, budget, organization, number of employees, and internal security practices of the agency;

4.1.2. In accordance with applicable laws:

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

4.1.2.2. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

4.1.2.3. With respect to filling positions, to make selections for appointments from:

4.1.2.3.1. Among properly ranked/certified candidates for promotion; or

4.1.2.3.2. Any other appropriate source; and

4.1.2.4. To take whatever actions may be necessary to carry out the agency mission during emergencies, (as determined by Management).

4.1.2.5. Prior to an Unfair Labor Practice (ULP) charge being filed with the Federal Labor Relations Authority (FLRA), the parties agree that resolution will be discussed until either party feels that no resolution can be made.

4.2 Whenever the language in this Agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work and to determine who will perform the function discussed.

4.3. Service computation dates (SCD) will be utilized in determining shift/crew assignments among qualified employees in like positions, i.e., SCD shall be utilized as a way by which the most senior employees can choose the shift/crew to which they wish to be assigned.

4.4. When Management determines it is necessary to reassign employees due to a staffing imbalance, the employer will first ask for volunteers from among the qualified employees at the effected place of duty. A staffing imbalance occurs when there are too many or too few equally qualified employees to perform work in like positions. Management will consider volunteers based on such job-related factors as experience, job performance, personal attributes, education and other relevant job qualifications and organizational need. If, in Management's judgment, the qualifications and suitability of the volunteers are equal, selection will be by service computation date (SCD) in the following manner: If there are too many volunteers from among the qualified employees, the employees with the greatest SCD shall be given the reassignment. If there are too few volunteers, the employee with the least SCD shall be given the reassignment.

ARTICLE 5

RIGHTS OF UNION

5.1. In all matters relating to personnel policies, practices and other conditions of employment, the parties will have due regard for the obligations imposed by 5 USC 71, this agreement, and supplements thereto. The Union has the exclusive right to represent all the employees in the unit in consulting and negotiating with Management regarding

personnel policies, practices and matters affecting working conditions. Union has the exclusive right to poll or survey employees.

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

5.2.1. Any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any dispute or any personnel policy or practices or other general condition of employment; or

5.2.2. Any examination of an employee in the unit by a representative of the agency in connection with an investigation if;

5.2.2.1. The employee reasonably believes that the examination may result in disciplinary action against the employee; and

5.2.2.2. The employee requests representation.

5.3 In all matters, which require union notification, management will notify the union office per letter of instruction provided to CPAC by the union.

5.4. The Union has the right to be informed in writing of Management's principal point of contact for Labor/Management relations. Management's principal point of contact (CPAC Labor Specialist) will advise the Union in writing of any Labor/Management responsibilities which are delegated to the Civilian Personnel representatives at Fort Richardson and Fort Wainwright.

5.5. The Union will be notified of the presence of any team or investigating body when the subject matter is related to or could affect employee working conditions, policies or practices.

5.6. The Union has the obligation to represent all members of the bargaining unit in actions covered by the Basic Labor Agreement. The Union will not be required to represent bargaining unit non-members unless a lawful requirement to do so exists.

5.7. Management will provide the Union a list of new employees upon request but no more than monthly. A Union representative may contact each of these employees for the purpose of providing an information packet. Management reserves the right to review the contents of this packet.

5.8. The Union shall be provided the names, home addresses, and unit of assignment of all bargaining unit employees, upon request if allowed by law.

ARTICLE 6

RIGHTS OF EMPLOYEES

6.1. In accordance with Title 5 USC, Chapter 71, each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Such right includes the right:

6.1.1. To act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies, or other appropriate authorities, and

6.1.2. To engage in collective bargaining with respect to conditions of employment through representatives.

6.2. The Parties further agree that the rights described in this Article do not extend to participation in the management of an employee organization, or acting as representative of any such organization, where such participation or activity would result in a conflict of interest or otherwise be incompatible with law or with the official duties of the employees.

6.3 An employee has the right to bring matters of personal concern to the attention of their supervisor in accordance with applicable laws, rules, regulations, or established policies, and shall be free from any and all restraint, interference, coercion, discrimination or reprisal, and may elect to have Union representation in a dispute or represent himself/herself. The employer will not designate a representative for an employee nor will the employer require any employee or individual to serve as a representative of another employee. Furthermore, Management will not use an employee as a “witness” or observer when counseling another employee. If Management requires an additional manager outside the supervisory chain to be present at the counseling, the employees is entitled to have a union representative.

6.3.1. Employees will be informed of who is in charge in their supervisor’s absence.

6.3.2. Employees will be subject to rules, regulations, policies and procedures negotiated IAW Article 7.2.

6.4. Defense Finance Accounting Service (DFAS) is the responsible agency for timely, accurate payment of employees. A Customer Service Representative (CSR) will be the only person authorized/designated to contact DFAS. Employees are responsible to review their leave and earnings statement and promptly report suspected instances of erroneous payment to their supervisor. Supervisors are responsible for accurate time cards and will take any necessary actions required to insure accuracy. Supervisors will make a reasonable attempt to have the employee sign their completed time card.

6.5. Management will annually inform employees that the Union shall be given the opportunity to be represented at any examination of an employee in the unit by a representative of the agency in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation.

6.6. Employees who are participants in a dispute, appeal, or arbitration will normally be in a duty status. Rescheduling of shifts will be made, if necessary. The Union will give a minimum of five (5) calendar days advance notice for participants, whenever possible.

6.7. The use of privately owned vehicles (POV) for the accomplishment of government work will not be required of employees. The use or nonuse of employee vehicles will not be a factor of evaluation of employee's performance. Management will periodically inform supervisors of their responsibilities under this Section and agrees to periodically provide information to employees of their rights, responsibilities, and legal liabilities for the use of POV on military installations.

6.8. When an employee wishes to discuss a problem or potential grievance with a union representative, the employee shall have the right to contact the union on duty time. If the union determines that a meeting is necessary, the union will contact the supervisor or designee to make arrangements for release from duty as per Article 9.5.

6.9. Management will not be arbitrary or capricious in the exercise of management rights in matters of personnel management, and will give proper regard and protection to employee privacy.

ARTICLE 7

MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATION

7.1. The Parties agree that, subject to applicable laws, they will meet and negotiate on implementation of new or changes to existing personnel policies and working conditions which are within the discretion of Management. These matters relate to: policy determination, not day-to-day operations; procedures which management officials will observe in exercising the "Management Rights"; and appropriate arrangements for employees adversely affected by the exercise of such "Management Rights."

7.2. The Parties agree that prior to implementation of agency rules, regulations, policies or procedures, the implementation will be negotiated with the exclusive bargaining units. Where there is a question of compelling need for an agency regulation, the provisions of Title 5 United States Code Section 7117 will apply.

7.3. Management and the Union may use interest based bargaining and alternative dispute resolution to present its views on matters affecting employees in the bargaining units. Interest based bargaining and alternative dispute resolution processes are the preferred method but the parties retain the right to use other methods as necessary.

7.4. Management will, upon notification of an employee's failure to meet a condition of employment (i.e., loss of license/certificate), discuss with the Union the appropriate course of action.

ARTICLE 8

UNION REPRESENTATIVES

8.1. Any member of the units elected or appointed to full-time National Union Office may, upon written request of the Union, be granted annual leave or leave without pay upon application. The employee shall not lose seniority subject to applicable Office of Personnel Management regulations. Leave without pay for the above purpose is limited to periods not in excess of one (1) year, but may be renewed at the option of

Management upon receipt of a written Union request and application for extension of leave without pay.

8.2. A representative who is not a member of the bargaining unit will be afforded access to bargaining unit employees. Prior to visiting any employee, the Union will notify the CPAC Labor Specialist of the visiting official, identifying the location and the nature of the Labor/Management business to be transacted. In addition, prior to entering the work area, the Union will contact the supervisor of the activity to be visited and state the general nature of the visit. There may be occasions when workload will prevent the granting of such time until a later date. In the absence of compelling circumstances to the contrary, the employee will be made available. The Union shall keep the CPAC Labor Specialist advised in writing, if requested, of the names of the non-bargaining unit representatives authorized to conduct Labor/Management business.

8.3. The CPAC Labor Specialist and the Union President and/or the Chief Steward or their designated representative, will meet during duty hours to discuss problems of mutual concern.

ARTICLE 9

STATUS OF EMPLOYEE REPRESENTATIVES

9.1. Management will not impose any restraint, interference, coercion, reprisal or discrimination against the Union in the exercise of their right to organize, designate representatives of their own choosing for the purpose of collective bargaining, presentation of disputes, appeals or upon duly designated employee's representative acting on behalf of an employee or group of employees within the bargaining units.

9.2. The Union shall supply in writing to the CPAC Labor Specialist, a complete list of names, phone numbers, work unit, and building location for all Shop Stewards and Chief Steward. This list will be updated annually or as changes occur.

9.3. The Union may appoint one (1) shop steward for up to every thirty (30) bargaining unit employees. If by reorganization, more than one (1) shop steward would be placed under the same shop foreman, only one (1) shop steward will be designated as the steward for internal shop affairs. There will be no more than one (1) shop steward designated per shift from a shop where there are less than thirty (30) employees. There will be no more than one (1) steward designated from a single shop per shift, except by mutual consent of the Parties.

9.4. The Parties recognize and agree that Union Officers and Stewards are employed and paid by the Federal Government to perform duties that are required for the overall accomplishment of the Army mission in Alaska, and that the activities they are engaged in during duty hours are a proper concern of Management and Union. In accordance with 5 USC 7101(a), Congress finds that labor organizations and collective bargaining in the civil service are in the public interest. It is also recognized that effective Labor/Management relations promote efficient mission accomplishment and are in the best interest of both the Union and Management. Union and Management agree that employees have a mission to perform, but the need for communication between Union and Management will necessitate increased time by Union representatives on Union/Management business.

The mission, however, is the purpose for employment

and as such should be considered by the parties when committing to Labor/Management activities.

9.4.1. The agency will adjust the hours of work of union representatives to permit them to accomplish their representational functions while in a duty status. Union is committed to consider the burden of adjusting work hours when assigning representational duties. It is acknowledged that the Union has the right to select to whom they assign representative duties.

9.4.2. Official time shall be granted for participation in appropriate activities, such as, but not limited to, those activities described below (including travel time to and from meetings and associated communications, whether written, electronic, or telephonic). Concerns on the appropriateness of the official time request should be addressed with the Union President/Chief Steward and/or the CPAC Labor Specialist.

9.4.2.1. Meetings with management concerning personnel policies, practices or other general conditions of employment, or any other matter covered by 5 U. S. C. 7114(a)(2)(A);

9.4.2.2. Meetings to discuss or present unfair labor practice charges or unit clarification petitions;

9.4.2.3. Meetings with management for the purpose of presenting replies to proposed termination of probationers;

9.4.2.4. Oral reply to notices of proposed disciplinary, adverse or unacceptable performance actions;

9.4.2.5. Meetings to present appeals in connection with statutory or regulatory appeal procedures in which the Union is designated as the representative;

9.4.2.6. Meetings with Management for the purpose of presenting reconsideration replies in connection with the denial of within-grade increases;

9.4.2.7. Examinations of employees in the unit by a representative of management in connection with an investigation if:

and 9.4.2.7.1. The employee reasonably believes that the examination may result in disciplinary action against the employee;

9.4.2.7.2. The employee requests representation;

9.4.2.8. Grievance meetings and arbitration hearings, in accordance with the applicable articles of this Agreement;

9.4.2.9. Meetings of committees on which Union representatives are authorized membership pursuant to this Agreement;

9.4.2.10. Negotiations with Management;

9.4.2.11. Participation in a Federal Labor Relations Authority investigation or preparation for a hearing as a representative of the Union;

9.4.2.12. To the extent permitted by law, participation in Union-sponsored training designed primarily to further the interest of Government by bettering the labor-management relationship, in accordance with Article 9.4.3;

9.4.2.13. To participate in other third party proceedings, to the extent authorized by governing law, regulation and/or this Agreement;

9.4.2.14. To speak, meet, or correspond with Congressional personnel for those issues that are unrelated to legislation or appropriation matters pending before congress;

9.4.2.15. To confer with employees and/or supervisors with respect to any matters for which remedial relief may be sought pursuant to the terms of this Agreement;

9.4.2.16. To prepare grievances;

9.4.2.17. To prepare witnesses in any proceeding for which official time is authorized;

9.4.2.18. To prepare a reply to a notice of proposed disciplinary, adverse, or unacceptable performance action;

9.4.2.19. To prepare for arbitration;

9.4.2.20. To prepare a reconsideration statement in connection with the denial of a within-grade increase;

9.4.2.21. To prepare for negotiations;

9.4.2.22. To maintain records and reports required of the Union by 5 U. S. C. 7120(c);

9.4.2.23. Coordinating labor-management meetings.

9.4.3. When a dispute has been submitted to arbitration; or a Union representative has been chosen to represent an employee in a hearing to the MSPB, or other formal hearings, Management agrees to allow the employee's representative a reasonable amount of duty time at no charge to leave to prepare for such hearings and appeals. It is the Union's intention to give at a minimum five (5) calendar days advance notice where possible.

9.4.4. When a Union representative has a need to go off-post, the employee will contact the CPAC, Labor Specialist, stating the reason. If the request is determined to be in accordance with the contract, the Labor Specialist will notify the supervisor involved stating the appropriateness of the request.

9.4.5. Management will grant the Union the following amount of official time on an annual basis for the purpose of sending Union representatives to Union sponsored training. Such training must meet the requirement of mutual benefit to both the agency and the Union. The Union will submit an agenda of the courses of instruction to be taught along with the names of scheduled employees requested to be released for this purpose to the CPAC Labor Specialist. Such requests will be submitted fifteen (15) calendar days in advance of the date of the scheduled training. No single employee shall receive more than forty (40) hours of union sponsored training per calendar year. Stewards with less than two years as a union steward may receive up to eighty (80) hours union sponsored training per calendar year. Exceptions to the allotted hours may be approved by Management.

9.4.5.1. Fort Richardson 360

9.4.5.2. Fort Wainwright 360

9.4.5.3. A reasonable amount of official time, during normal duty hours, will be allowed for Union officials to travel to and from Union sponsored training.

9.5. When desiring to leave their work area to transact appropriate Labor/Management business during working hours, stewards assigned as a case representative by a union officer, shall first request permission from their supervisor or designee to leave their work area using the request form at Appendix E, stating the general nature of the business to be transacted and the location of the area they desire to visit, and the approximate time of return. Specifics such as name of employee and problem details are not considered "general nature". Concerns on the appropriateness of the request should be addressed with the Union President/Chief Steward and/or the CPAC Labor Specialist. The supervisor will promptly authorize such requests unless workload conditions prevent it. Day to day workload is not a reason to delay official time. Examples (not all inclusive) of workload conditions would be 1) an impending suspense or deadline that if the employee is released, suspense or deadline will be missed and 2) the employee's release would make staffing levels so low that safety standards become a critical concern or the organization is unable to meet customer service requirements. If release cannot be granted at the time of the request, supervisor shall identify date and time of release. Upon return to duty, the Union Steward will report to the supervisor.

9.5.1. In the interest of efficient utilization of time, prior to traveling to a work area other than their own, the Union Steward will contact the supervisor or designee of the employee to coordinate a time for the visit.

9.5.2. The employee will be made available unless workload conditions prevent it. There may be occasions when the workload will prevent the granting of such time until a later date.

9.6. Internal Union business will not be conducted during working hours.

9.7. Management recognizes that the Union Presidents or designees have extensive responsibilities in Labor/Management relations. It is Management's intention that the Presidents be afforded a reasonable amount of official/duty time, to perform those legitimate duties.

9.8. Nothing in this agreement shall be interpreted as limiting official time for employees or union representative to less than what the law allows. Where the agreement refers to contacting either the Union (President, Chief Steward, etc.) or Management (CPAC LRS) it is intended to speak to the issue of appropriateness of use from the perspective of those parties. It is expressly agreed between the Parties that where conflicts arise over the appropriate use of official time that issue will be submitted to the FLRA (via ULP) for resolution. Nothing in this agreement shall be interpreted as limiting the right of the Parties to seek remedy or relief through filing of ULP's with the FLRA or other appropriate appeal venue.

ARTICLE 10

HOURS OF WORK

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

10.2. Management will schedule an employee's regularly scheduled administrative workweek so that it corresponds with the employee's actual work requirements. Except when Management determines that the agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased, Management shall provide that:

- 10.2.1. Assignments to tours of duty are scheduled in advance of the administrative workweek over periods of not less than 1 week.
- 10.2.2. The working hours in each day in the basic workweek are the same.
- 10.2.3. The occurrence of holidays may not affect the designation of the basic workweek.
- 10.2.4. Breaks in working hours of more than one hour may not be scheduled in a basic workday.

10.3. Under normal circumstances the Parties agree that employees will receive at least a one-week notice of changes in tour of duty.

10.4. Under normal operating conditions, when sufficient personnel are assigned, the administrative workweek will be so that the two (2) days off will be consecutive.

10.5. Except for employees on shift work and alternate work schedules, the normal basic tour of duty for full time employees will consist of five (5) consecutive eight (8) hour days, between the hours of 0600 and 1800, Monday through Friday. Alternate work schedules will be established and maintained in accordance with regulation. Union and Management agree to make a good faith effort to meet the needs of the Parties for temporary adjustments to an alternate work schedule.

10.6. The normal basic tour of duty will provide for an unpaid/unencumbered lunch period of not less than thirty (30) minutes or more than one (1) hour. It is recognized that unpaid lunch periods may not be considered duty time.

10.7. When an employee in a duty status is relieved from normal duty by Management during assigned shift hours due to interruption or suspension of operations due to inclement weather, breakdown of equipment or other emergencies or acts of God, the employee may be excused for the balance of the shift without loss of pay or charge to leave. Employees may be assigned by the employer to other work, normally in the general skill area of the employee.

ARTICLE 11

OVERTIME

11.1. Overtime rates will apply for all overtime worked over eight (8) hours in any day or over forty (40) hours in any workweek except for employees on an approved alternate work schedule and firefighters and except that classed as compensatory time in accordance with applicable regulations. Overtime worked will be recorded in one-quarter (1/4) hour multiples.

11.2. It is agreed and understood that the assignment of overtime work is a function of Management. Overtime work assignments shall be distributed as equitably as practical and supervisors shall consider qualified unit employees where overtime work may be required. Suitable records of overtime worked must be maintained to insure that each qualified employee receives substantially the same consideration. Union and Management agree that it is Management's right to assign overtime work, but that Management will make an effort to distribute overtime work equitably among qualified employees and that by maintaining records Management can insure that the effort is successful.

11.3. Employees assigned to overtime work will be given as much advance notice of such assignment as is practicable. When necessary, employees will be required to work overtime, unless the employee provides sufficient justification to their supervisor that such overtime would cause undue hardship. Amongst hardships, childcare will take precedence. Employees may request not to work overtime where there are sufficient qualified volunteers available to accomplish the work required.

11.4. Prior to establishing an on-call requirement for bargaining unit employees, the Parties will negotiate the on-call procedures.

ARTICLE 12

REST PERIODS

12.1. The Parties agree that one fifteen (15) minute rest period is authorized during each four (4) hours or more of continuous work, regular and/or overtime. Normally, the rest period shall be in the mid-shift of the work period. Management will determine and designate a reasonable number of break areas. Rest periods will not be used to start or end the workday or be a continuation of the lunch period and are not cumulative. The

Parties may agree that employees be permitted to take refreshments continuously at their place of duty to provide continuity of operation.

12.2. Use of cigarettes and other like tobacco products (excluding smokeless tobacco) will be IAW USARAK Smoking Policy.

ARTICLE 13

PERSONAL CLEAN-UP TIME

Management will authorize personal clean-up time when required by the nature of the work performed. Personal clean-up time is not set but will vary depending on the nature of the work performed by the employee and the need to clean up after performing the work. It is intended to allow employees adequate personal clean-up time (e.g. washing hands, changing clothes, taking a shower). Time needed to clean-up work areas or perform other functions is not personal clean-up time.

ARTICLE 14

LEAVE

14.1. Annual leave:

14.1.1. Management agrees to develop an equitable annual vacation leave schedule for employees as far in advance as practicable. Normally, approval of leave will be granted by the first line supervisor. Leave policy will be as liberal as the workload permits. In no case will leave approval be withheld as reprisal or punishment.

14.1.2. Earned annual vacation leave should be granted to every employee for the period requested, subject to mission and workload considerations, and will not be rescheduled or canceled unless for good cause. Management understands that by canceling a scheduled leave, financial hardships could result and will only do this as a last resort. Such cause will be orally explained by the individual causing the change. Written explanation will be given if specifically requested by the employee. Earned annual vacation leave will be granted in the following manner:

14.1.2.1. Employees will submit their desired leave requests between the 1st and the 21st of January each year using the SF 71. The leave request(s) should incorporate all scheduled leave by the employee from 22 January of the current year to 21 January of the following year.

14.1.2.2. If two or more employees request the same leave period by 21 January and the number of employees that can take leave during the conflicting period is less than the number of employees that requested leave, the employees will attempt to resolve the conflicts. Unresolved conflicts will be decided in the following manner: On the first unresolved conflict, the most senior employee, as determined by service computation date (SCD), will be granted the requested leave and the supervisor will make a record by initiating a "leave priority list" of employees that use their seniority to have their leave approved. This record will be kept as a supervisory file. The next time seniority is used by a different employee to have the leave request approved, that

employee's name will be recorded on the priority list under the previous employee's name and so on. If there is an unresolved leave conflict between two employees and one of the employees has had their name entered on the priority list, the employee whose name is not on the priority list will have their leave approved and then that employee's name will be entered on the priority list. If there is an unresolved leave conflict between two employees and both employees' names have already been added to the priority list, the employee whose name is above the other employee's name of the priority list will have their leave approved and the name of the employee whose leave was approved will be moved to the bottom of the list.

14.1.2.3. If the leave of an employee that use their SCD to secure their leave is rescheduled or canceled, then that employee will have that SCD privilege restored by having their name removed from the leave priority list or, in the case that the employee was already on the list, the employee's name will be restored to the position on the list prior to their use of the benefit for the leave that was rescheduled or canceled.

14.1.2.4. Employees may apply for scheduled personal leave at anytime throughout the year using the SF-71. If the request is outside the 1-21 January timeframe, approval is considered on a first-come, first-serve basis, and the SCD will not be used to deconflict requests for the same period when more employees request leave for the same leave period than can be released.

14.1.2.5. Leave conflicts will be resolved or determined to use the SCD method and the supervisor will approve/disapprove requests submitted between 1-21 January and a copy of the request will be given to the employee by 31 January. Leave requests submitted outside the 1-21 January time frame, will be approved/disapproved and a copy of the request will be given to the employee within 7 workdays.

14.1.3. Management will assure that annual leave will be scheduled in such a way that employees will not forfeit accrued leave which cannot be carried forward to the next leave year. Unit employees share in this responsibility by projecting and requesting annual leave so as to preclude forfeiture.

14.1.4. When an employee knows in advance of plans for absence from work in an annual leave status, the employee must request and receive approval of the leave in advance of the leave period.

14.1.5. Employees requiring annual leave because of an emergency situation; must contact their supervisor to request approval of the leave, as soon as possible, but not later than two (2) hours after commencement of the daily tour of duty. Circumstances beyond the control of the employee may not permit this, in which case the employee will notify their supervisor as soon as possible.

14.1.6. Employees assigned to organizations operating 24-hour per day shifts, requiring annual leave because of an emergency situation, must contact the shift foreman/supervisor or designated authority within the organization. Notification will occur as soon as possible but not later than the commencement of the daily tour of duty to request approval of leave. Circumstances beyond the control of the employee may not permit this, in which case the employee will notify their supervisor as soon as possible.

14.1.7. Management agrees to inform the employee of an intended AWOL entry to the Time and Attendance Sheet upon employee's return to work.

14.1.8. It is understood that annual leave is for the employee to use for whatever reason the employee wishes and disapproval of annual leave should not be based on how the leave is to be used.

14.2. Sick leave:

14.2.1. The Parties recognize the insurance value of sick leave and agree to encourage employees to conserve such leave so it will be available in case of extended illness.

14.2.2. Accumulated sick leave is available for use in accordance with regulations. Annual leave may be granted in lieu of sick leave at the employee's request. Examples include, but are not limited to:

14.2.2.1. When it is established that an employee is incapacitated for the performance of their duties because of sickness, injury, pregnancy, childbirth, or undergoing treatment for rehabilitation.

14.2.2.2. For medical, dental, or optical examinations or treatment.

14.2.2.3. Sick leave can be used by an employee to give care or otherwise attend to a family member having an illness, injury, or other condition which, if an employee had such condition, would justify the use of sick leave. (IAW provisions of the Family Friendly Leave Act, 5 CFR 630.401)

14.2.2.4. When treatment of a specialist is required, whose services are not available in the local area, time spent in traveling to the specialist may be charged to sick leave if in a reasonable amount.

14.2.3. Employees will submit sick leave requests in advance, using SF 71, for scheduled medical, dental, or optical examinations or treatment.

14.2.4. Submission of an SF 71, is not required for unscheduled sick leave requests when the employee has properly reported, and leave has been verbally approved.

14.2.5. Suspected abuse of sick leave is a matter of concern to both Union and Management; each suspected abuse will be referred to the lowest level of supervision possible for correction. Supervisors are encouraged to make an employee aware of potential problems with the employee's use of sick leave through documented counseling prior to requiring a medical certificate. In individual cases, if an employee is suspected of abusing sick leave or if the employee demonstrates a suspicious pattern of sick leave usage, the employee may be required to present a medical certificate to support each sick leave request. The total amount of approved sick leave used by an employee will not necessarily be the sole factor used by a supervisor in determining whether the employee is abusing sick leave. The employee will be provided a written notice of such a requirement. The employee's usage of sick leave will be reviewed

every three (3) months and a determination made to either continue or cease the requirement. The employee will be provided a written notice of the supervisor's determination.

14.2.6. Unearned sick leave, not to exceed a total of 240 hours (hours are prorated for part time employees and employees with different tours) will only be advanced in deserving cases in accordance with applicable regulations to employees under the following conditions:

14.2.6.1. The absence is for a serious illness or disability, and

14.2.6.2. The employee furnishes reasonable written evidence from their physician that they will return to work on a permanent basis, and it is reasonably assured that such advance of sick leave will be subsequently liquidated.

14.2.7. It is the responsibility of the employee to personally notify their supervisor by telephone or other means if the employee is prevented from reporting to work because of an incapacitating illness or injury. Circumstances beyond the control of the employee may not permit this, in which case the employee has the responsibility to assure that their supervisor is notified as soon as possible. The anticipated time of their return to work shall be included in such request for sick leave. When any absence due to illness extends beyond the date of anticipated return, the employee shall promptly notify the supervisor of the new anticipated date of their return to duty. Employees sent home from work because of illness shall be subject to the foregoing reporting requirement on the following workday if still incapacitated.

14.2.8. Employees who are incapacitated for duty because of illness or injury must contact their supervisor to request approval of sick leave, as soon as possible, but not later than two (2) hours after commencement of the daily tour of duty. Circumstances beyond the control of the employee may not permit this, in which case the employee will notify their supervisor as soon as possible.

14.2.9. Employees assigned to organizations operating 24 hour per day shifts, who are incapacitated for duty because of illness or injury, must contact the shift foreman/supervisor or designated authority within the organization, as soon as possible but not later than the commencement of the daily tour of duty to request approval of sick leave. Circumstances beyond the control of the employee may not permit this, in which case the employee will notify their supervisor as soon as possible.

14.2.10. Management agrees to inform the employee of an intended AWOL entry to the Time and Attendance Sheet upon employee's return to work.

14.2.11. An employee who has sustained an on-the-job injury will be required to perform duties only to the extent and limits prescribed by Management's medical authority or a medical authority designated by Management. Where such duties cannot be provided, employees shall have been advised of their rights to take leave for the on-the-job injuries, or to be placed in a leave without pay status having filed for compensation. In cases of on-the-job traumatic injury, the employee continues in a pay status in accordance with provisions of applicable regulations. (See Article 15.9).

14.2.12. When Management, or Management's medical representative, determines that an employee is physically unfit for duty after reporting to work, and the employee is incapable of safely transporting himself/herself, Management will arrange for necessary transportation to a medical facility or their home, as appropriate.

14.2.13. Management and Union agree it is in their best interests to minimize civilian illness/injury compensation cost, i.e. return to light duty. Costs of the Workmen's Compensation program are now incurred by, and are a significant impact on, the operating budget and are costs for which there is no productivity. Union and Management agree that to the extent possible, employees receiving Workmen's Compensation should be placed in a position in which they can be productive.

14.3. Court leave:

14.3.1. Court leave is authorized without charge to annual leave or loss of compensation for service as a member of a jury or as a witness in a judicial proceeding in a non-official capacity when a party is the United States, District of Columbia, state or local government.

14.3.2. When an employee fulfills a court duty obligation, employee is excused from their duty for that date. However, when an employee is released from court duty and can return to their duty location under such circumstances that the employee could perform at least two hours of work prior to the end of their assigned shift, the employee is required to do so. Failure to return to duty will result in a charge to annual leave, leave without pay, or absence without approved leave. Unusual circumstances will be handled on an individual basis to preclude court duty and a regular work shift immediately following each other.

14.3.3. A night-shift employee who performs court duty will be handled on an individual basis to preclude appearance for court duty and a regular work shift following one or the other.

14.3.4. A firefighter who has jury duty following the day of firefighter duty, will not normally be sent out on calls nor perform alarm room duties after 2200 hours unless minimum manning would require it.

14.3.5. Employees charged court leave on their time card must submit a certificate from the clerk of the court to their immediate supervisor. If no payment of jury fees is made, the certificate must be annotated to that effect.

14.4. Firefighting and rescue work. In accordance with applicable regulations, excused leave should be granted to employees without charge to leave or loss of pay for firefighting and rescue work as members of volunteer fire companies or Civil Air Patrol units. Absence will be supported by a statement from the employee's fire chief or unit commander certifying to the required service and the time and date involved.

14.5. Blood donations. Except for emergency requests for blood donation from the blood bank, employees will be granted up to four (4) hours excused absence for the purpose of donating blood when the employee's shift would terminate within the four (4) hours recovery period. Such absence will normally be requested one (1) week in

advance and be scheduled for up to the last four (4) hours of the employee's regular day shift tour of duty. If the supervisor is unable to approve the absence on the day requested, the employee and the supervisor will mutually agree on the first available day that the employee can be released. The employee will provide the supervisor proof of donation upon return to duty when requested in advance by the supervisor. For emergency requests from the blood bank, the employee will be released immediately, subject to mission or workload considerations, for a period not to exceed four (4) hours, or the remainder of their regular day shift tour of duty whichever is less. When the employee must travel a long distance or when an unusual need for recuperation occurs, up to an additional four (4) hours may be approved.

ARTICLE 15

SAFETY

15.1. It is mutually agreed that the maintenance of a safe working and living environment and the improvement of job efficiency will be aggressively pursued by both Management and the Union. A Union representative is a member of the Post Safety Council and will be afforded the opportunity to attend scheduled meetings.

15.2. Management's goal is to provide and maintain safe working and living environments and comply with applicable federal laws, state laws and OSHA regulations relating to the safety and health of employees. Management will take prompt and appropriate action to correct unsafe conditions or actions.

15.3. To insure reasonable employee safety, Management and the Union agree to demand that all employees observe safe working practices and wear prescribed personal protective clothing, equipment and devices when performing assigned functions and promptly correct or report to the appropriate supervisor any unsafe condition or acts.

15.4. When environmental working conditions become uncomfortable such as too cold, flooding, or hazardous weather conditions, a concerned employee should contact their supervisor and, if not resolved, the employee should contact their Union representative in accordance with Article 6.8. Union and Management will quickly verify the environmental condition and will determine the appropriate action.

15.5. Management agrees to identify hazardous situations relating to toxic gases and other unsafe conditions within the arctic environment, to insure that a two-man or buddy system is used when appropriate (e.g., working on energized lines with voltage in excess of 440 volts).

15.6. Non-administrative areas (shops) will conduct a safety meeting at least quarterly. Attendance by all unit employees available for duty that day (except for emergencies) is required and reports of unsafe conditions or employee violations of accepted practices will be forwarded through supervisory channels to the lowest level of Management empowered to correct the condition. The Shop Steward of the shop affected will participate, if available. If Management or the Union has an issue affecting administrative or non-administrative areas which can be best handled by a safety meeting, Management agrees to call a safety meeting for the affected employees, in

addition to the above requirement for scheduled safety meetings. Administrative areas will have an annual meeting.

15.7. First aid kits will be installed and maintained in areas in which hazardous jobs are performed or past experience has indicated that kits would be beneficial. Employees will be given periodic instructions in emergency first aid procedures. The Union will be included in the distribution of training announcements.

15.8. Management agrees to bear expenses for special and/or protective clothing and equipment in accordance with locally negotiated policies needed in connection with assigned duties as required by applicable regulations. Safety boots and prescription ground safety glasses will be issued as personal property to the employees. If an employee so desires, the employee may retain safety glasses and safety shoes without charge upon separation. Such clothing and equipment will be furnished to authorized employees as soon as possible. These items will be the type, style, and brand allowed by supply and procurement regulations. Employees are expected to protect themselves against the arctic environment; however, it is agreed that cold weather protective clothing and equipment will be issued to unit employees for jobs that require protective gear (i.e., parka, cold weather boots, arctic mittens, cold weather coveralls and laundry bag). Such items may be cleaned at the post laundry and will be turned in upon separation or transfer.

15.9. The Parties agree that it is the responsibility of each employee to report immediately an on-the-job injury to their first line supervisor. It is the supervisor's responsibility to complete the necessary report if the employee is unable to do so. Supervisors will inform employees of the regulatory provisions of initial injury reporting under the Office of Workers' Compensation Programs (OWCP). At the time of an on-the-job accident, the supervisor will encourage that employee report to the post medical facility for diagnosis and treatment of first-aid-type injuries. Employees may elect to go to a physician of choice, but need a Form CA-16 before going to the physician of choice. Failure to complete the appropriate forms at the time of the injury may be a basis for denial of OWCP benefits. An employee will be promptly notified of any controverted action, to include the basis for controversion. Management reserves the right to assign injured employees to duties (light duty) compatible with the nature of the injury and in keeping with the evaluation of Management's medical authority or a medical authority designated by Management.

15.10. Where an employee is assigned duties which they believe to be hazardous, or are such that the employee feels are unsafe or for which the employee believes the employee requires additional assistance, tools, or equipment to perform safely, the employee shall bring such facts to the supervisor's attention. The supervisor shall promptly inspect the situation to determine whether the alleged condition or situation is an unsafe one. If a dispute still exists after the supervisor directs the employee to perform the duties, the condition or situation will be reviewed by at least a second line supervisor or a designated safety official to determine if the employee should continue to perform the duties. If a determination is made that the employee should continue to perform the duties, the employee will be informed of the reasons for that determination. At that time the employee will be afforded the opportunity to contact the Union (the employee has the right to refuse a work assignment only when there is a reasonable belief of imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress (29 CFR 1960.46)).

15.11. The Parties agree that proper protection of employees will be provided at all times and that a recovery period is authorized when employees are exposed to any condition beyond a reasonable length of time that would impair health and welfare.

ARTICLE 16

WAGE SURVEY

16.1. The Union shall be notified of impending annual full scale and wage change surveys as soon as possible after notification by the local wage survey committee. The Union may submit recommendations to the local wage survey committee or the lead agency concerning augmentation of the key job list.

16.2. Each local covered by this agreement will be allowed one (1) person to give testimony at wage survey hearings. In addition, the locals covered by this agreement may collectively have another person in addition to the above number when the locals feel such a person is necessary to give testimony requiring expertise not available to other persons giving testimony.

16.3. Employees who are participants will use government aircraft, if available, for travel required in conjunction with the wage survey.

ARTICLE 17

POSITION AND PAY MANAGEMENT

17.1. Employees and the Union will be notified of impending classification surveys, results of surveys, and resulting proposed changes in job description, title, grade and series.

17.2 Employees' have the right to appeal classification decisions.

17.2.1. Management guarantees and protects the rights of position classification appeal, and insures that the right may be exercised without restraint or fear of reprisal. Employees will be informed by Management of their complaint and appeal rights under appropriate regulations necessary for requesting a review of what they consider to be inequities in the classification and/or grading of their position(s).

17.2.2. An employee has the right to be assisted in preparing and presenting their position classification complaint or appeal. However, an employee may not choose a member of the CPAC staff or a member of the DOD Office of Complaint Investigation as their representative.

17.2.2.1. Although an employee has a right to request the Union as a representative in presenting their complaint, there is no right to have a representative present at a site audit initiated by Management, except as outlined below.

17.2.2.2. If an employee requests an audit to resolve specific aspects of their official job description that the CPAC determines may be significant enough to affect the pay category, title, series, or grade of their job, the employee may have a

representative present at a site audit of stipulated aspects of the job description provided the employee has accomplished the following:

17.2.2.2.1. A formal written complaint must have been filed under the applicable procedures.

17.2.2.2.2. The content of the official job description of record must have been placed in controversy by allegation of specified inaccuracies, and

17.2.2.2.3. The employee must specifically request the presence of a representative.

17.2.2.3. Where a job audit is made part of Management operations, there is no right for the employee to have a representative present even though a classification complaint or appeal may be pending, unless the conditions in 17.2.2.2 above are met.

17.2.2.4. Presence of an employee representative in no way abridges, reduces, or affects the authority and responsibility of Management to prescribe prospectively the duties and responsibilities assigned to each civilian position and to make the evaluation determinations required.

17.2.3. If in the process of an informal classification complaint, a desk audit is requested, the employee will be advised of the above procedures by either the position classification specialist, or the employee's supervisor.

17.3 Employees are entitled to Union representation in gaining an explanation of that which gave rise to a complaint. In the event the issue is not resolved, the employee and/or their representative will be furnished papers, to include classification standards (where applicable), necessary for any subsequent formal complaint or appeal.

17.4. When changes to a position description of an encumbered position constitute a substantive change in the conditions of employment, management shall notify the exclusive representative of the opportunity to bargain.

ARTICLE 18

TRAINING AND DEVELOPMENT OF EMPLOYEES

18.1. The Parties agree that the training and development of employees within the unit is a matter of primary importance to the Parties. Management and Union will cooperate in providing maximum training and development of all employees consistent with the needs of the organization. Management agrees to develop and maintain forward-looking, effective policies and programs designed to achieve this purpose. The Parties recognize that the employees have a responsibility to maintain proficiency in connection with their duties. When training is scheduled between 1100 and 1330 hours, where practical, Management will make every effort to change the employee's lunch period to coincide with the training.

18.2. If training opportunities are intended to prepare an employee for promotion and such training is required as a condition for promotion, selection shall be made in accordance with the provisions of the merit promotion plan. Other training opportunities will be made available to unit employees by Management. Management will screen applicants for training and determine their suitability for said training. When training is offered to a particular employee in an effort to improve their performance to the fully successful level, said training need not be offered to coworkers whose current performance levels are fully successful. Upon request, reasons for deferring or disapproving training requests will be discussed with the employee.

18.3. Employees will have an opportunity for on-the-job training when necessary. Cross training may be encouraged whenever; (a) work load permits, and (b) Management determines a need exists. In no instance will cross training be used solely to qualify a single employee for promotion. Management is responsible for employee development. Supervisors will make every effort to rotate on the job training among employees, and will determine what training is required (i.e. new technology, new equipment) assisting the employee in developing a plan of training consistent with the requirement of the position and the organization. At no time should training be provided for the sole purpose of personal employee development with the exception of recognized career programs, upward mobility and intern position, where employee development is an inherent part of the program.

18.4. Within budgetary limitations, Management will provide employees with formal training and development opportunities which enable employees to do their work effectively and attain their career objectives. Such opportunities will be based on the best interest of the Department of the Army and of the interest of the employee; however, in no instance, solely for the benefit of the employees.

18.5. Management will identify those situations in the specific work environment that training can aid in achieving its defined objectives and goals. Available training programs will be discussed with the employees who would normally be eligible for such training. Sixteen hours per new Union Steward will be granted for initial training.

18.6. Management agrees to give advance notice to the Union in regard to the installation of any new industrial equipment, machinery, or processes which would result in major changes of work assignments or training of employees.

ARTICLE 19

ENVIRONMENTAL/HAZARDOUS DUTY PAY

19.1. The Parties agree that their objective is the elimination or reduction to the lowest level possible of hazards, physical hardships, and working conditions of an unusually severe nature. Payment of environmental differential pay will be authorized only when the unusually severe nature of the hazard, physical hardship, or working condition has not been practically eliminated. Either party may submit a specific proposal to establish or delete a local category to the CPAC. The Parties agree that environmental and hazardous duty differential pay will be administered in accordance with 5 CFR 532-1 and 550, and Headquarters USARAK Regulation 690-500.

19.2. When the Union or Management proposes that local work situations warrants coverage under payable categories of Appendix A, 5 CFR 532-1 and 5 CFR 550, it will notify the other party of the work situation and the nature of the exposure showing clearly that the hazard, physical hardship, or working condition which results from that exposure is of an unusual nature, upon receipt of the party's position, the Parties will meet within ten (10) calendar days or at an otherwise mutually agreeable time for the purpose of resolving the issue. If agreement cannot be reached, the Parties will enter the alternative dispute resolution process and use that process to resolve the EDP/HDP dispute and to determine the extent of retroactive differential pay for each employee involved.

ARTICLE 20

REORGANIZATION AND RIF

20.1. Management will timely furnish the Unions a copy of any action request or information concerning reorganizations, furloughs, or manpower reductions which may adversely affect unit employees, contingent upon security classification. The Union will provide assistance in communicating to employees the reasons for effecting any RIF.

20.2. Upon request Management agrees to provide the Union access to unclassified information regarding position authorization and organizational and functional data.

20.3. The bumping, retreat, and reemployment rights of employees affected by reduction in force will be governed by applicable Department of Army and Federal personnel regulations.

20.4. In cases of pending changes in organization, functions or missions, Management has the responsibility to minimize employee impact in accordance with applicable regulations. Employees who are separated under RIF have specific rights to be re-employed under DOD 1400.20-1-M, DOD Program for Stability of Civilian Employment. Management agrees to publicly advise and personally counsel employees in options and opportunities available. Employee placement preferences will be considered, as applicable, under RIF procedures.

20.5. In the event of budget/manpower shortfalls that impact on bargaining unit employees, Management will timely furnish the Union, upon request, information regarding the budget/manpower shortfall.

ARTICLE 21

MERIT PROMOTION

It is agreed that the filling of unit positions through merit procedures and policies will be made in accordance with the appropriate section(s) of the Merit Promotion and Placement Plan(s). The CPAC will provide copies of the Plan upon request. Management agrees to consult on all revisions.

ARTICLE 22
INFORMATION TO EMPLOYEES

- 22.1. Management agrees to print and make distribution of copies of this agreement and appropriate attachments to all employees in 8 ½" by 11" or pocket size.
- 22.2. Management agrees to advise new employees of the existence of the exclusive bargaining unit on the installation, and provide a copy of this agreement and attachments.
- 22.3. Regulatory information pertinent to the employee's employment is available at CPAC and may be reviewed by employees after acquiring supervisory permission for the absence.

ARTICLE 23
VOLUNTARY WITHHOLDING OF UNION DUES

- 23.1. DFAS shall deduct Union dues from the pay of all unit members who voluntarily request and authorize such deductions on Standard Form (SF) 1187 in accordance with provisions of this Article, and further, shall pay over or remit such deductions to the Union as hereinafter set forth.
- 23.2. Unit members may make an allotment for the payment of biweekly dues to the Union at any time by completing one copy of SF 1187 request and authorization for voluntary allotment of compensation for payment of employee organization dues. It shall be the responsibility of the Union to obtain the form, to make it available to its unit members, to instruct its unit members to complete the personal items on the form, to certify the amount of its dues, and to deliver the completed form to Customer Service Representative (CSR). The CSR will maintain the completed form on file.
- 23.3. Allotments will become effective the first complete pay period after the SF 1187, properly completed and signed and submitted to the CSR by the last Friday of the pay period.
- 23.4. The Union agrees that changes in the amount of the allotment because of changes in the amount of Union dues will be made no more than once each six (6) months. Whenever there is a change in the amount of dues being withheld, the Union will certify the amount of change to the CPAC.
- 23.5. The Union will provide an SF 1188 to an employee desiring to cancel an allotment for Union dues. The SF 1188 must only be submitted between 1 March and 15 March to the Union. This time period has been established as the annual withdrawal date and the Union will notify its members of this provision as required by law. Allotment will be canceled effective the first full pay period following 15 March. The only exception to the annual withdrawal date is the first anniversary of the employee's membership date. Union will furnish the CSR a copy of the SF 1188 within the first full pay period of the date received by the Union.

23.6. The Union will promptly notify the DFAS Customer Service Representative in writing when a unit member, who has executed an allotment form for the payment of dues, is expelled, suspended or for any reason ceases to be a member in good standing. The DFAS customer service representative will insure that employee's allotment is discontinued effective with the beginning of the first complete pay period after receipt of the written notice. DFAS cannot refund dues deducted prior to notification.

23.7. An allotment will be terminated at the end of the pay period during which an employee is reassigned or is promoted to a recognition area not covered by this agreement.

23.8. Allotments for all unit members will be automatically terminated in the event that exclusive recognition is no longer accorded to the Union or when this agreement providing for dues withholding is suspended or terminated by an appropriate authority outside the Department of Defense. The termination will be effective at the beginning of the first pay period for which deductions are made after exclusive recognition is no longer accorded or when this agreement is superseded or terminated by an appropriate authority outside the Department of Defense.

ARTICLE 24

USE OF OFFICIAL FACILITIES

24.1. Reasonable space will be made available to the Union for posting of information on appropriate bulletin boards; reasonable space is considered to be eight (8) square feet on a standard 4 feet x 8 feet bulletin board. This will be limited to one per building or complex of buildings where the same employees use the whole complex. In the event that space is not adequate on existing bulletin boards or none exist, the Union may erect an appropriate board for its exclusive use after obtaining permission from the appropriate supervisor. The Union will assure that the information is current, maintained in a neat manner, and does not violate any law, regulation, provisions of the Basic Labor Agreement, the security of the activity, or contain inflammatory material which does not promote good Labor/Management relations.

24.2. When possible, Management will make facilities (for meetings and distribution of publicity) available to the Union as provided for in DOD directives.

24.3. DSN will be made available to Union officials to conduct Labor/Management relations business. In addition, all stewards will have access to government telephones for local use when necessary in conducting proper Labor/Management relations activities.

24.4. The President and the Chief Steward of each local shall receive, upon request, a commercial telephone to conduct Union business. The cost of the service will be borne by the Union. DSN telephone service will be provided at no cost to the Union. AFGE locals will be listed by name, title and phone numbers on all staff directories.

24.5. Information on the use of recreational facilities is available through DCA.

24.6. The Garrison Commander will, if available, license the Union to occupy on a nonexclusive basis an appropriate amount of office space upon request. Space will be provided in accordance with AR 405-80 and may be terminated by the government upon thirty (30) days advance notice. Non-exclusive space will be provided on a twenty-four (24) hour basis, subject to security requirements, at no cost to the Union. The Union will be responsible for securing office furniture and equipment during the period of non-use. Requests will be submitted to the CPAC, Fort Richardson, Alaska, for action.

24.7. Management will provide, for non-exclusive use, a place of privacy and the use of official regulations for the Union representative and the grievant to meet and prepare disputes.

ARTICLE 25

PERFORMANCE MANAGEMENT SYSTEM (PMS)

25.1. It is agreed that the performance of unit employees will be appraised in accordance with AR 690-400. A written annual appraisal will be prepared within 45 calendar days following the end of the rating period. Management will timely provide the employee a copy of the annual appraisal.

25.2. At a minimum, supervisors will hold an initial objectives review within the first 30 calendar days and progress reviews at the midpoint of employees' rating periods. Employees not receiving initial 30-day review and/or midpoint review, should request that review from their supervisor. Periodic counseling sessions with employees will ensure timely identification of their strengths and weaknesses and help to avoid unexpected performance ratings at the end of the rating period. Employees are entitled and encouraged to provide input to their supervisor to gain an understanding of their performance progress and performance rating. Management will timely provide the employee a copy of any documented counseling/progress reviews.

25.3. Union and Management agree that performance awards should be used both to reward past performance and as an incentive to stimulate future high-level performance of the awardees and their peers. Organizational accomplishments, including the employee's overall contributions to mission accomplishment, should be major considerations when recommending or approving performance awards.

ARTICLE 26

DISCIPLINARY/ADVERSE ACTIONS

26.1. Management and the Union recognize that the public interest requires the maintenance of high standards of conduct as outlined in the Joint Ethics Regulation (JER). No bargaining unit employees will be subject to a disciplinary action except for just and sufficient cause. Disciplinary actions will be taken only for such cause as will promote the efficiency of the service. Actions based on substantively unacceptable performance should be taken in accordance with Title 5, Chapter 43, AR 690-400, and this agreement.

26.2 Definitions.

26.2.1. Counseling an employee is not a form of discipline. A counseling can be positive or negative and can be used for such things as giving an employee a positive review or to notify an employee of the need for compliance with regulations, policies, and procedures.

26.2.2. A disciplinary action is a reprimand or suspension of fourteen (14) calendar days or less.

26.2.3. An adverse action is a removal, a suspension of more than fourteen (14) calendar days, a reduction in pay or grade, or a furlough of thirty (30) calendar days or less.

26.3. The parties agree to a concept of alternative discipline. The parties also agree to the concept of progressive discipline and the efficiency of service standard, which is to apply the least amount of discipline necessary to correct and improve employee behavior. Management and the Union acknowledge the existence of a Table of Penalties in AR 690-700, Chapter 751 and its uses contained therein. Management and the Union recognize the Douglas Factors and their application to disciplinary and adverse actions.

26.4. Disciplinary actions must be consistent with applicable laws, regulations, policy, and this agreement and accepted practices between the parties. Discipline will be applied fairly and equitably. Disciplinary actions will be based upon the circumstances and complexity of each case.

26.5. Management will investigate an incident or situation as soon as possible to determine whether or not discipline is warranted. Ordinarily this inquiry will be made by the appropriate first-line supervisor. The employee who is the subject of the investigation will be informed that they are being investigated prior to being questioned or asked for a written statement. Disciplinary investigations will be conducted fairly and impartially, and a reasonable effort will be made to reconcile conflicting statements by developing additional evidence.

26.6. Written reprimands will state the specific reasons for the action and a statement of the employee's grievance rights, including the scheduled dates of the next Joint Resolution Panel(s). Management agrees that the affected employee shall be provided relied upon documents with the reprimand. The employee or his/her representative may respond orally and/or in writing as soon as practical but no later than ten (10) calendar days from receipt of the reprimand.

26.7. Proposed disciplinary and adverse action letters will state the specific reasons for the action. Management agrees that the affected employee shall be provided the relied upon documents upon request. The employee or his/her representative may respond orally or in writing as soon as practical but no later than ten (10) calendar days from receipt of the proposal letter.

26.8 The written decision for proposed disciplinary and adverse actions will state the specific reasons for the action with a statement of findings and conclusions and a

statement of the employee's grievance/appeal rights, including the scheduled dates of the next Joint Resolution Panel(s). Management agrees that the affected employee shall be provided the relied upon documents with the decision letter.

26.9. Extensions for replying to reprimands or proposed disciplinary and adverse actions may be granted for good cause when requested prior to the expiration of the period to reply.

26.10. When an employee is given a letter proposing a disciplinary or adverse action, the material relied upon in the action will be provided to the employee upon request.

26.11. If not previously furnished, the material relied upon, to include newly developed material considered in the disciplinary or adverse action will be provided to the employee or the employee's representative when an employee is given the decision letter on a proposed disciplinary or adverse action.

26.12. Employees will be notified in writing of the reasons for a management-directed reassignment. If a management-directed reassignment is used for formal disciplinary reasons, appropriate disciplinary procedures will be used.

ARTICLE 27 **GRIEVANCES**

AN ALTERNATIVE DISPUTE RESOLUTION (ADR) PROCESS

27.1. Management and the Union are committed to using alternative dispute resolution processes to achieve expeditious resolution of disputes at the lowest possible level. This is a non-adversarial process. Union and Management are committed to entering each phase of the ADR process without a position, prepared to listen and understand, and resolve the dispute solely on the merits of the case. Except as noted in Section 3 of this Article, this is the exclusive procedure available to Management, the Union and employees for the purpose of resolving disputes. It is the intent of Union and Management that employees and supervisors make every effort to resolve disputes at the lowest level. Those who are not able to resolve their dispute, forfeit the decision to the Joint Resolution Panel and simultaneously relinquish their ownership of the problem and subsequently the solution.

27.2. A dispute under this Article is defined as a request by an employee, or by a group of employees acting as individuals, for personal relief in a matter of concern or dissatisfaction over any condition of employment of the employee(s) which is subject to the control of Agency Management. This Article shall not apply with respect to any dispute concerning:

- 27.2.1. Any claimed violation of Subchapter III of Chapter 71 of Title VII (relating to prohibited political activities).
- 27.2.2. Retirement, life insurance, or health insurance.
- 27.2.3. A suspension or removal under Section 7532 of Title VII.
- 27.2.4. Any examination, certification, or appointment.

- 27.2.5. The classification of any position. The classification is not itself grievable.
- 27.2.6. Separation actions for temporary employees or employees serving a probationary period.
- 27.2.7. Any proposed action.
- 27.2.8. EEO matters (including mixed cases described at 5 U.S.C. 7702(A)).
- 27.2.9. The decisions to contract.

27.3. This dispute resolution process is the exclusive procedure available to Management, the Union and employees for the purpose of resolving all grievances/disputes that have not been expressly excluded from this process. However, this dispute resolution process does not deny an employee the right to use a statutory procedure if the statute provides the employee with the choice to use a statutory procedure or a negotiated grievance procedure. If the statute provides such a choice, the employee may use either the statutory procedure or this dispute resolution process, but not both.

27.4. Any employee desiring representation under the negotiated dispute procedure may only have Union representation or someone appointed by the Union. However, the employee may represent himself/herself provided the Union is allowed to be present at any formal discussion on the dispute and is present when an adjustment is rendered on the dispute.

27.5. At any time in the dispute process, the employee(s) who initiated the dispute may be present during the discussion if the employee so desires and shall suffer no loss of pay or leave. However, in any instance where more than one unit member is pursuing an identical dispute, the Union may select one grievant and one representative to pursue the dispute, provide a list of the other grievants to the interested Parties, and agree to be bound in all cases by the outcome of the dispute.

27.6. In the event either party should declare a dispute nongrievable or nonarbitrable, all questions of grievability or arbitrability shall be referred to the Joint Resolution Panel before referring to arbitration. Requests to refer issues of grievability/arbitrability to the Joint Resolution Panel, shall be submitted in writing to the CPAC Labor Specialist within 4 calendar days of declaration.

27.7. Management shall, upon request, permit a designated Union representative inspection privilege of pertinent payrolls and other records permissible without violating laws, rules, or government policy, for the purpose of substantiating the claims of the Parties.

27.8. During the dispute presentation, accommodation will be made so that all members are normally in a duty status. Disputes properly initiated by unit members will be processed as follows:

- 27.8.1. All disputes shall be taken up in writing (using the Notice of Dispute form at Appendix B) with the employee's immediate supervisor within twenty (20)

calendar days after the occurrence of the matter out of which the dispute arose, or the employee's first knowledge of the occurrence. Such disputes will not be presented or considered at a later date. If the immediate supervisor does not have the authority to resolve the dispute, the immediate supervisor has the responsibility to raise the dispute through their supervisory chain to a level that is able to identify the authority to resolve the dispute.

27.8.2. Step 1. The supervisor of the aggrieved employee will make every effort to meet with the employee and their Union representative as soon as possible but not later than six (6) calendar days after receiving the written notice of dispute. In cases where the first line supervisor does not have the authority to resolve, the person with the authority to resolve will be included in the Step 1 meeting. During the Step 1 session, the Parties will jointly prepare a written dispute clarification, using the Step 1 form at Appendix C, before proceeding to a cooperative problem solving process focused toward resolving the stated dispute. The Parties are expected to resolve the dispute at this level.

27.8.3. Step 2. If the Parties cannot resolve the dispute at Step 1, the Parties will arrange for a mediator, a higher level management official with the authority to resolve, and a chief steward or comparable Union official to be added to the sessions. The Parties will meet as soon as possible but no later than ten (10) calendar days. The Step 2 form at Appendix D will be used to record any settlement agreement resolving the dispute or to record that no agreement was reached.

27.8.4. Step 3. Either party may request to proceed to the Joint Resolution Panel by forwarding a request and the Step 2 form to the CPAC Labor Specialist within six (6) calendar days. Joint Resolution Panel meetings will normally be held within 45 days from receipt of the request to proceed from Step 2. The Panel Meetings will be on a regular recurring schedule every 1st Wednesday of the month at Fort Richardson and every 3rd Wednesday of the month at Fort Wainwright. If there is no case for the panel, the monthly meeting will be cancelled. As a minimum, the Step 3 participants will include the grievant, the Union representative, the Management official with the authority to resolve the dispute and a Management representative. Other participants may include a higher Management official with the authority to resolve the dispute, an additional Union representative and any other participant that either party deems necessary. The Panel will use an interest-based problem solving process to gain understanding of the dispute and positions of the Parties. The Panel may further select any ADR process to resolve the dispute, except binding arbitration (Article 28, Section 4). If the Parties are not able to resolve the dispute, the Panel has the authority to make a decision on the dispute. The agreement of the Parties resolving the dispute or the decision of the Panel will become a matter of written record and will be implemented immediately. As far as the employee is concerned, this decision is final. The Parties have ten (10) calendar days to review a Panel decision and raise an issue of violation of regulation, law, or Basic Labor Agreement to the other Party. Parties have the authority to jointly remand a decision to the Panel in these limited cases.

27.8.5. The Parties agree to establish a pool of ten (10) employees from each Post (5 Management and 5 Bargaining Unit) to serve as Joint Resolution Panel members. The panel members will serve a specific term of not less than one year which may be renewed by mutual consent of the Parties. Initially term lengths will be staggered at 6 month intervals from one year to three years terms so all terms do not

expire at the same time. Potential panel members will be jointly interviewed and selected by the Parties, separately at each Post (2 interviewers from Local 1712, 1 Management representative from Fort Richardson and the CPAC Labor Specialist will interview for Fort Richardson and 2 interviewers from Local 1834, 1 Management representative from Fort Wainwright and the CPAC Labor Specialist will interview for Fort Wainwright). The selected panel members will be jointly trained by representatives of Union and Management in areas such as performance, personnel, discipline, steward training and mediation/arbitration. Additional training may be added to the initial training or throughout the term of the panel member as needed/available. Duties of the panel members are to serve as the mediator in Step 2 of the dispute process and as members of a 4-person panel (2 Bargaining Unit/2 Management) for the Joint Resolution Panel meetings. A member of the 4-person panel is expected to facilitate the JRP meeting. One Bargaining Unit panel member and one Management panel member from each JRP meeting will serve on the next JRP meeting, if possible.

27.9. Disputes which will deviate from this dispute resolution process are as follows:

27.9.1. Disputes concerning disciplinary or adverse actions will be submitted in writing to the CPAC Labor Specialist for referral to the Joint Resolution Panel no later than ten (10) calendar days following employee receipt of the decision letter. The Joint Resolution Panel meetings will normally be held within 45 days from receipt of the decision letter. A statement of the scheduled Joint Resolution Panel meetings will be included in the employee's decision letter.

27.9.2. Disputes concerning performance evaluation ratings (not performance-based adverse actions) will be taken up in writing (using the Notice of Dispute form at Appendix B) with the employee's rater within 10 calendar days from the date the employee receives a copy of the performance rating. If the employee's rater does not have the authority to resolve the evaluation dispute, the rater has the responsibility to raise the dispute to the employee's senior rater. The rater (or senior rater) will make every effort to meet with the employee and his/her Union representative as soon as possible but not later than 10 calendar days after receiving the Notice of Dispute. If the dispute is not resolved, the employee may request to proceed to the Joint Resolution Panel by forwarding a request and the Notice of Dispute to the CPAC Labor Specialist within six (6) calendar days from the date of the meeting with the rater (senior rater).

27.9.3. Disputes involving the rating and ranking of employees under the merit promotion system will be submitted in writing within ten (10) calendar days to the USARAK CPAC by the employee or union representative.

27.9.3.1 The CPAC will review the dispute allegation and based on the merits of the allegation, take immediate action to suspend or hold the personnel action. The CPAC will make every effort to resolve the dispute and will provide the employee or union representative a written decision within ten (10) calendar days.

27.9.3.2 The decision rendered by CPAC, if not resolving the issue, may be returned to the CPAC by the affected employee for further review. If returned to the CPAC within ten (10) calendar days, the matter will be submitted to the appropriate activity commander or civilian equivalent.

or civilian equivalent will provide a written decision within twenty (20) calendar days. That decision is final to the employee.

27.10. A problem involving any alleged violation of the interpretation or application of the Agreement between the Union and Management will be submitted through the CPAC Labor Specialist to the other party for informal resolution within ten (10) calendar days of occurrence or first knowledge of the alleged violation or problem. The Parties agree that these disputes should be resolved informally, if possible. If an informal resolution is not achieved within the first ten (10) calendar days after receipt of the informal dispute, a formal dispute may be filed in the next five (5) calendar days in accordance with the following:

27.10.1. Any dispute submitted by Management will be in writing and addressed to the president of the appropriate local.

27.10.2. Any dispute submitted by the Union will be in writing and addressed to the CPAC Labor Specialist.

27.10.3. The written dispute will indicate the Article/Section of this agreement which it alleges has been misinterpreted or misapplied and will include the relief requested, all pertinent data relating to the dispute including dates, places, personnel involved, and when necessary, rationale supporting their position. The written formal dispute will be forwarded to the Joint Resolution Panel.

27.11. Joint Resolutions Panel meetings will be automatically scheduled for every 1st Wednesday of the month for Fort Richardson and every 3rd Wednesday of the month for Fort Wainwright. If there is no case for the panel, then the meeting will be cancelled. If a case cannot be presented before a scheduled panel within 45 days from receipt of decision letter or Step 2 of the grievance process, an additional panel will be scheduled within the same 45-day period. A statement of when the Joint Resolution Panel meetings are scheduled in the next 45 days will be added to the decision letter.

ARTICLE 28

BINDING ARBITRATION

28.1. Any dispute not satisfactorily settled under the Alternative Dispute Resolution Process, may be submitted to binding arbitration.

28.2. If a dispute of grievability or arbitrability is not satisfactorily settled by the Joint Resolution Panel, the issue of grievability and/or arbitrability shall be referred to arbitration upon the written request of either party pursuant to Section 4 of this Article. The issue of grievability and/or arbitrability only (and not the merits of the dispute) will be referred to the arbitrator for decision. The arbitrator listing will be requested for arbitrators within the state of Alaska. If the decision finds the dispute to be grievable and/or arbitrable, the dispute will be returned for processing through the normal alternative dispute resolution process, for a decision on the merits of the dispute. Any subsequent decision on the merits of dispute may be referred to arbitration pursuant to Section 4 of this Article.

28.3. Disputes concerning reports of survey, in accordance with applicable laws and regulations, will be appealed in accordance with Army Regulation 735-5. Reports of survey disputes not satisfactorily settled IAW AR 735-5 may be submitted to binding arbitration.

28.4. Arbitration may be invoked only by Management or the Union within thirty (30) calendar days from the date of the decision issued by the Joint Resolution Panel. The Parties will jointly or individually request the federal Mediation and Conciliation Service (FMCS) provide a list of persons qualified to act as arbitrators. Written extensions must be requested prior to expiration of time limits.

28.4.1. The parties may elect to use standing arbitrator(s) from a standing short list prepared using the procedure in Section 28.4, this Article, for a global solicitation of arbitrators.

28.4.2. If the first list of persons qualified to act as arbitrators provided by FMCS is found to be unsatisfactory, the Parties will jointly or individually request the FMCS provide another list.

28.5. The Parties shall meet within ten (10) calendar days after the receipt of such list. An extension may be requested. If the Parties cannot mutually agree upon one of the listed arbitrators, then Management and the Union will alternately strike one arbitrator's name from the list and shall then repeat this procedure. The remaining name shall be the selected arbitrator. If for any reason either of the Parties refuse to participate in the selection of an arbitrator, the other may then choose any person from the Federal Mediation and Conciliation Service or other roster to be the duly selected arbitrator.

28.6. The Parties agree to share the expenses on an equal basis any fees imposed by FMCS and for the services of the arbitrator. The party calling non-government witnesses for the purpose of testifying at an arbitration proceeding will be responsible for expenses incurred for such witnesses unless otherwise agreed to by the Parties.

28.7. No less than fourteen (14) calendar days prior to the arbitration hearing, the Parties will meet and attempt to mutually frame the issue(s) and to stipulate to as many facts as possible in an effort to minimize the time of the arbitration proceedings. If good faith effort fails to mutually frame the issue(s), the Parties will separately frame the issue in writing with copies to each other and the arbitrator. Joint submissions will be presented to the arbitrator at the time of the hearing. The arbitrator shall determine the issue(s) to be heard.

28.8. The Parties agree to exchange a list of proposed witnesses and a summary of the expected testimony fourteen (14) calendar days prior to the scheduled arbitration proceeding in an attempt to keep the number of witnesses to a minimum necessary to effectively present their case to the arbitrator.

28.9. The arbitrator will be requested to render his decision as quickly as possible, but in any event, not later than thirty (30) calendar days after the conclusion of the hearing unless the Parties mutually agree to extend the time limit.

28.9.1. No post-hearing briefs will be provided to the arbitrator unless agreed upon by the Parties.

28.9.2. Either party may file exceptions to an arbitrator's award with the Federal Labor Relations Authority under regulations prescribed by the Authority. In the event an arbitrator's award is appealed by either party to the Authority, the award shall be stayed or delayed until final ruling of the Authority is received. If no exception to an arbitrator's award is filed within the time period provided by the statute, the award shall be final and binding, and implemented within forty-five (45) calendar days when possible.

28.10. Any dispute over the interpretation of an arbitration award shall be returned to the arbitrator for clarification. Each party will prepare its interpretation of the award which will be submitted to the arbitrator and copy serviced to other party. Submissions will be sent to the arbitrator within 30 calendar days after the decision/award is received.

28.11. To expedite the hearing process, the selected arbitrator must be available for the hearing within 60 calendar days or the Parties will meet and select another arbitrator. The Parties may request another list.

ARTICLE 29

EMPLOYEE ASSISTANCE PROGRAM

The Employee Assistance Program (EAP) is available to provide services and/or referrals to employees who need counseling on drug or alcohol abuse, stress, anger management, emotional issues and family problems.

ARTICLE 30

EQUAL EMPLOYMENT OPPORTUNITY

30.1. Management and the Union agree to cooperate in providing equal opportunity in employment for all persons, to prohibit discrimination because of age, race, color, religion, sex, national origin, or mental/physical handicap and to promote the full realization of equal employment opportunity through a continuing campaign to eradicate every form of prejudice or discrimination from the employer's personnel policies and practices and working conditions.

30.2. Management will consider to the fullest extent the present skills of employees, including the redesigning of jobs where feasible, and will consider providing the maximum feasible opportunity to employees to enhance their skills through on-the-job training, work-study programs, upward mobility, and other training measures so that they may perform at their highest potential and advance in accordance with their abilities.

30.3. Management agrees to adapt the Headquarters, USARAK Equal Employment Opportunity Program to insure that the above stated policy shall be maintained within the unit.

30.4. Management agrees to recognize and appoint to Headquarters, USARAK Equal Employment Opportunity Council two employees recognized by the Union. These representatives will function as members of the Council with all rights and privileges. Minutes are available to the Union.

30.5. When a counselor vacancy occurs, the Union may nominate candidates for Management to consider along with other candidates for the selection of a new counselor. The selected counselor will be trained by Management. Counselors cannot occupy official Union positions.

30.6. Management shall publicize the EEO counselors' names by E-Mail and by posting their names, addresses and photographs permanently on Official Bulletin Boards.

30.7. It is agreed that the EEO officer and Union officers will meet periodically to exchange information and to discuss matters of general concern which affect employees covered by this agreement within the overall EEO program. Such meetings will not be held to discuss discrimination complaints filed by individuals or groups.

ARTICLE 31

OUTSOURCING AND PRIVATIZATION

31.1. Management will timely furnish the Unions a copy of any action, request or information concerning outsourcing or privatization action, received by or generated by Management. Release of information is subject to applicable laws.

31.2. Management and the Unions will consult at the earliest time practicable on any planning or response associated with an action, request or information concerning outsourcing or privatization.

31.3. Unions will be represented on any team which will implement an outsourcing or privatization action, or which plans and executes impacts on employees as a result of any outsourcing or privatization action, where there is impact on bargaining unit employees.

ARTICLE 32

SUPERVISOR'S RECORD OF EMPLOYMENT

32.1. The supervisor will advise the employee when adverse entries are made in the supervisor's employee record and request the employee initial the entry.

32.2. Counseling statements, which are over one year old, cannot be used to establish a progressive offense unless a clear just cause is shown.

ARTICLE 33
PROTOCOL FOR AGREEMENTS

33.1. Purpose:

33.1.1. The purpose of this protocol is to establish a basic understanding governing the re-negotiations of the existing Basic Labor Agreement between the Union and Management. It is also the purpose of this Article to establish a basic understanding governing the use of interest based bargaining for negotiating amendments and local supplements to this agreement.

33.1.2. Pursuant to Civil Service Reform Act (PL 95-454), it shall be the responsibility of each party to negotiate in good faith with the objective of reaching agreement by the diligent and serious exchange of information and views by avoiding unnecessarily protracted negotiations.

33.2. Procedures:

33.2.1. Management and the Unions may use interest based bargaining procedures to arrive at agreements to include: the Basic Labor Agreement, and all modifications and supplements thereto, policies, procedures, or impact and implementation.

33.2.2. Local agreements, modifications or supplements to local agreements, local policies and procedures or impact and implementation thereof, which only apply to one local will be negotiated with that local.

33.2.3. Management and the Unions involved in any of the interest based bargaining procedures, above, will set initial bargaining sessions as soon as practicable. The initial session will include setting bargaining protocols, schedules and agendas.

33.3. Finalization:

33.3.1. It is understood that after all proposals are agreed upon, the Union is not bound by the agreement until such time as the membership as a whole has an opportunity to ratify the agreement.

33.3.2. When the Parties have reached an agreement on the Basic Labor Agreement, such agreement will be signed by the prime members of both Parties, the local Presidents, the Commanding General, the Garrison Commander, Commanders of MEDDAC, DENTAC and 59th Signal and Director Alaska ACA. After the signing, Management will forward the agreement to Headquarters, Department of Defense, which has the authority to review and approve agreements in accordance with PL 95-454.

ARTICLE 34
DURATION AND CHANGES

34.1. This agreement shall remain in full force and effect for a period of three (3) years from its effective date. Either party to this agreement may give written notice to the other, not more than ninety (90) days prior to the anniversary date, of its desire to modify

or extend this agreement. If neither party serves notice to re-negotiate this agreement, the agreement shall be automatically renewed for a 1-year increment, subject to the provisions of this Article.

34.2. All working conditions and negotiable policies already in effect and not contrary to rule, law or government-wide regulation are hereby adopted.

ARTICLE 35

EFFECTIVE DATE OF AGREEMENT

This agreement is subject to legal and regulatory review by Headquarters, Department of Defense and is effective upon that approval or on the 31st day after it is executed by the Parties.

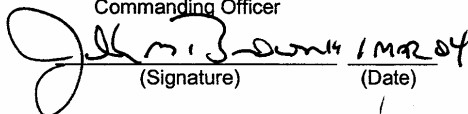
Approved by the Department of Defense on 1 July 2004.

APPROVED:

For the Activity:

U. S. Department of the Army, United States
Army Alaska, Fort Richardson, Alaska

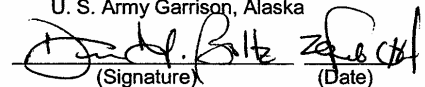
By: John M. Brown, III
Major General, U. S. Army
Commanding Officer


(Signature) 1 MAR 04
(Date)

For the Activity:

U. S. Army Alaska Installation Management
Agency, Fort Richardson, Alaska

By: Donna G. Boltz
Colonel, U. S. Army
Commanding
U. S. Army Garrison, Alaska


(Signature) 26 Feb 04
(Date)

For the Activity:

U. S. Army Dental Activity-Alaska,
Fort Wainwright, Alaska

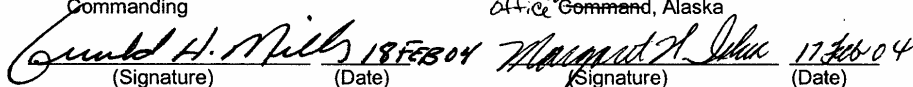
By: Priscilla H. Hamilton
Colonel, U. S. Army
Commanding


(Signature) 9 Feb 04
(Date)

For the Activity:

U. S. Army, 59th Signal Battalion,
Fort Richardson, Alaska

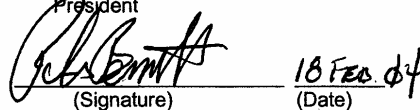
By: Gerald H. Miller
Lieutenant Colonel, U. S. Army
Commanding


(Signature) 18 FEB 04
(Date)

For the Labor Organization:

American Federation of Government
Employees, AFL-CIO, Local 1712

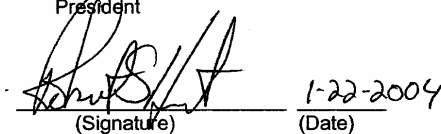
By: Peter L. Bennett
President


(Signature) 18 Feb 04
(Date)

For the Labor Organization:

American Federation of Government
Employees, AFL-CIO, Local 1834


By: Robert S. Hunt
President


(Signature) 1-22-2004
(Date)

For the Activity:

U. S. Army Medical Activity-Alaska,
Fort Wainwright, Alaska

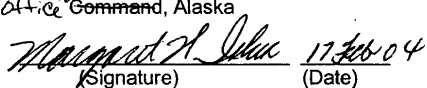
By: W. Bryan Gamble, M.D.
Colonel, U. S. Army
Commanding


(Signature) 6 Feb 2004
(Date)

For the Activity:

U. S. Army Contracting Agency,
Fort Richardson, Alaska

By: Margaret H. Iskra
Chief, Regional Contracting
Office Command, Alaska


(Signature) 17 Feb 04
(Date)

Date of Execution: **MAR 1 2004**

ALTERNATIVE DISPUTE RESOLUTION PROCESS

Management and the Union have jointly created this information to assist managers in meeting their labor obligations as they pertain to the Alternative Dispute Resolution Process. The specific process is found in Article 27 of our Basic Labor Agreement.

1. **Upon Receipt of a Notice of Dispute:** Sign and date the Notice of Dispute on the “Receipt Acknowledged” line at the bottom of the form and provide a signed copy to the employee or his/her representative. Your signature only provides a record of when you received the notice and does not, in any way, infer agreement with the dispute. If the dispute is not presented on a copy of the form provided in the appendix of the Basic Labor Agreement (BLA), it does not invalidate the dispute and you should still sign and date the dispute and give a copy to the employee or his/her representative.

2. **Determining the Validity of the Dispute:** Disputes should be “taken up” within 20 calendar days from the occurrence of the matter out of which the dispute arose, or the employee’s first knowledge of the occurrence (see Article 27.8.1 of the BLA). Disputes that deviate from this process are described in Article 27.9. The relief requested must be personal relief (cannot, as an example, request that another employee be disciplined) (see Article 27.2).

If you have reason to believe that a dispute is not timely, does not request personal relief, or is inappropriately submitted, you should contact the CPAC Labor Relations Specialist immediately at 384-1361.

3. **Meeting with the Employee:** You are required to meet with the aggrieved employee and his/her representative as soon as possible but no later than six calendar days from receipt of the Notice of Dispute (see Article 27.8.1). If possible, you should try to set up this meeting upon receipt of the Notice of Dispute.

During the step one session, first use the Step One Session form at Appendix C of the BLA to jointly prepare a written dispute clarification, then proceed to cooperative problem solving process focused toward resolving the stated dispute. If the Parties cannot resolve the dispute, the Parties will arrange for a mediator. The employee’s representative may have a list of mediators that has been jointly prepared by Management and the Union. This list should be used to coordinate the Step Two Session. If the employee’s representative does not have a list of mediators, it is up to the employee or the employee’s representative to contact the CPAC Labor Specialist to coordinate a mediator. The Step Two meeting will include, in addition to the Parties included in the Step One Session, a higher level management person with the authority to resolve the dispute and the Chief Steward or comparable Union Official. The Step Two Session should meet no later than 10 calendar days from the date of the Step One Session.

4. **Other Information:** If you are unable to meet the time limits prescribed in the BLA, you may request an extension prior to the expiration of the time limit. Extensions may be made by mutual agreement of the Parties or through the CPAC Labor Specialist.

If, at any time during the process, you are unsure of how to proceed or believe that the employee and/or his/her representative have not appropriately followed the process, contact the CPAC Labor Specialist for advice and assistance.

ALTERNATIVE DISPUTE RESOLUTION PROCESS
NOTICE OF DISPUTE

To be completed by Employee/Union Representative and presented to the employee's supervisor.

DATE: _____

_____ Name of Employee	_____ Job Title & Grade	_____ Organizational Location
_____ Name of Immediate Supervisor	_____ Name of Union Representative	_____ Date of Act Causing Grievance

1. DISPUTE: _____

2. PERSONAL RELIEF REQUESTED: _____

Signature of Employee

Receipt Acknowledged: _____

Signature of Employee's Supervisor

Date

APPENDIX B

ALTERNATIVE DISPUTE RESOLUTION PROCESS

STEP ONE SESSION

(Between the Employee, Union Representative, and Employee's Supervisor)

WRITTEN DISPUTE CLARIFICATION *(Prepared jointly by the Parties)*: _____

Once the written dispute clarification is completed, the Parties should proceed to a cooperative problem solving process focused toward resolving the stated dispute. Union and Management agree that the Parties are expected to resolve the dispute at this level.

RESULTS OF STEP ONE SESSION:

_____ Dispute Resolved
(Written Resolution Below)

_____ Dispute Not Resolved
(Make Arrangements for Use of a Mediator)

RESOLUTION: _____

REMARKS: _____

Signature of Employee Date

Signature of Employee's Supervisor Date

APPENDIX C

ALTERNATIVE DISPUTE RESOLUTION PROCESS

STEP TWO SESSION

(Between the Employee, the Union Representative, the Employee's Supervisor, a "Higher Level" Supervisor, the Chief Steward or Comparable Union Official, and the Mediator)

RESULTS OF STEP TWO SESSION:

_____ Dispute Resolved
(Written Resolution Below)

_____ Dispute Not Resolved
(If Not Resolved, Either Party May Request to Proceed to the Joint Resolution Panel by Forwarding A Request and This Form to the CPAC Labor Specialist within six (6) calendar days)

RESOLUTION OR CONCLUSION: _____

REMARKS: _____

Signature of Employee

Signature of Employee's Higher Level Supervisor

Date

Date

APPENDIX D

REQUEST FOR OFFICIAL TIME

Part 1

To be completed by Union Official/Representative.
Request for consecutive days should be made on one form.

1. NAME OF OFFICIAL/REPRESENTATIVE	2. TOTAL AMOUNT OF TIME REQUESTED
3. DESTINATION	4. PHONE AT DESTINATION
4. ESTIMATED DATE/TIME OF DEPARTURE	5. ESTIMATED DATE/TIME OF RETURN

Reason For Request (Circle All That Apply)

- a. To consult or negotiate with the Employer, including preparation and third party proceedings.
- b. To review and prepare comments and proposals to proposed changes to existing personnel policies, practices, and matters affecting working conditions of Employees.
- c. To represent an Employee or act as the representative during the preparation and presentation of a grievance, including third party proceedings.
- d. To act as the representative during a formal discussion.
- e. To be present at an examination of an Employee by a representative of the Employer in connection with an investigation as provided in 5 USC 7114(a)(2)(B).
- f. Other (specify): _____

SIGNATURE OF OFFICIAL/REPRESENTATIVE	DATE
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Part 2

To be completed by the supervisor upon receipt of this form.
When Part 2 is completed, the form is to be returned to the requester.

If the request is for an appropriate use of official time, the employee will be made available unless workload conditions prevent it. If the workload conditions prevent it, the use of official time may only be delayed, not denied in its entirety. If the official time is delayed, an alternate time and/or date for the official time must be offered in the comments section below. If there is reason to believe that the requested use of official time is not appropriate, reasons for denial must be stated below.

<input type="checkbox"/> This request IS approved as requested.	<input type="checkbox"/> This request IS NOT approved as requested.
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COMMENTS

SIGNATURE OF SUPERVISOR

DATE

Part 3

Upon return, the Union Official/Representative will complete the below and return the form to the supervisor.

TOTAL HOURS USED:

Advisory Center, Attn: Labor Relations at 384-1370.

After the actual amount of official time used is annotated, the supervisor will forward this

form to the Civilian Personnel

OFFICIAL TIME RECORD

For Use By Primary Representatives.

Completed forms will be forwarded to the Civilian Personnel Advisory Center, Attn: Labor Relations by the end of the 1st week of each month.

NAME OF REPRESENTATIVE								MONTH	YEAR
<p>LIST NUMBER OF HOURS BY REASON FOR ABSENCE CATEGORY AS FOLLOWS:</p> <p>A. To consult or negotiate, including preparation for consultation/negotiation and related third party proceedings.</p> <p>B. To review and prepare comment to proposed changes to existing personnel matters affecting conditions of employment.</p> <p>C. To represent an employee during the preparation and presentation of a grievance and related third party proceedings.</p> <p>D. To act as the representative during a formal discussion.</p> <p>E. To be present at an examination of an employee by a representative of the employer in connection with an investigation as provided IN 5 USC 7114(a)(2)(B).</p> <p>F. To attend management directed meetings</p> <p>G. Other (specify in remarks).</p>									
DATE	NUMBER OF HOURS							REMARKS	TOTAL
	A	B	C	D	E	F	G		
Subtotals									

A. To consult or negotiate, including preparation for consultation/negotiation and related third party proceedings.

B. To review and prepare comment to proposed changes to existing personnel matters affecting conditions of employment.

C. To represent an employee during the preparation and presentation of a grievance and related third party proceedings.

D. To act as the representative during a formal discussion.

E. To be present at an examination of an employee by a representative of the employer in connection with an investigation as provided IN 5 USC 7114(a)(2)(B).

F. To attend management directed meetings

G. Other (specify in remarks).

SIGNATURE OF REPRESENTATIVE

DATE _____

