

**NEGOTIATED COLLECTIVE BARGAINING  
AGREEMENT BETWEEN  
Army Capabilities Integration Center (ARCIC),  
Brigade Modernization Command (BMC), Fort Bliss, TX**



**and**



**AFGE, LOCAL 1051**

**14 January 2014**

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## **PREAMBLE**

In accordance with 5 USC, Chapter 71 and all its existing and future amendments, the following articles of this agreement, together with all Supplemental Agreements and amendments which may be agreed to at later dates, constitute an Agreement by and between the following listed agencies: Army Capabilities Integration Center (ARCIC) Brigade Modernization Command (BMC) BMC at Fort Bliss, TX. Hereinafter referred to as the "Employer"; and the Association of Federal Government Employees, Local 1051, hereinafter referred to as the "Union" Collectively, the Employer and the Union shall be known as the "Parties".

## **PURPOSE**

The parties having as their intended purpose to promote and improve the well being of employees and the efficiency and effectiveness of government administration in areas of personnel policies and practices affecting working conditions in the federal service agree to the establishment of orderly procedures as herein provided, for meeting, conferring or negotiating on matters which are permitted by applicable laws and regulations.

The public interest requires high standards of employee performance together with the continual development and implementation of modern and progressive work practices to improve efficiency. The union, as the representative of the employees, agrees to support the Employer in these efforts.

The Employer agrees that supervisors at all levels are to provide positive leadership and set a good example for all bargaining unit employees.

It is recognized by all parties that in order to bring about the stated purpose of this agreement and preserve the public trust in carrying out the mission of the activities described in Article 1, Section 2, a cooperative and constructive relationship must exist between the Union and the Employer.

## ARTICLE 1

### PARTIES TO THE AGREEMENT

SECTION 1. The employer shall recognize the Union as the exclusive bargaining representative for all employees included within the recognized bargaining unit.

SECTION 2. The recognized bargaining unit is comprised of all full-time General Schedule (GS), professional and non-professional, appropriated fund employees of the Brigade Modernization Command (BMC), Army Capabilities Integration Center, Fort Bliss, Texas. (IAW FLRA Certification of Representative dated 4-14-08)

SECTION 3. The following employees are excluded from the bargaining unit described in Section 2 and from the coverage of this Agreement: (IAW 5 U.S.C 7112 (b) (2), (3), (4), (6) and (7))

- a. Management officials;
- b. Supervisors;
- c. Employees engaged in personnel work in other than a purely Clerical capacity;
- d. Temporary employees;
- e. Employees engaged in intelligence, counterintelligence, investigative or security work which directly affects National Security;
- f. Any employees 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.

## ARTICLE 2

### DEFINITIONS

SECTION 1. This Agreement contains many definitions dealing with Federal Service Labor-Management Relations. In accordance

with 5 USC 7103 and for purposes of the agreement the following definitions are set forth:

a. Conditions of employment means personnel policies, practices and matters, whether established by rule, regulation or otherwise, affecting working conditions.

b. Supervisor means an individual having authority to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action by the consistent exercise of independent judgment.

c. Management official means an individual in a position of which the duties and responsibilities require or authorize the individual to formulate, determine, or influence the agency policies.

d. Collective bargaining means the performance of the mutual obligation of the representative of an agency and the exclusive representative of employees in an appropriate unit in the agency to meet at reasonable times and to consult and bargain in a good faith effort to reach a agreement with respect to the condition of employment affecting such employees and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached, but the obligation referred to in this paragraph does not compel either party to agree to a proposal or to make a concession.

SECTION 2. For the purposes of this Agreement the following terms are defined:

a. Consultation is defined as the exchange of ideas or presentation of views regarding policies, programs, and procedures related to working conditions of members of the Unit which are within the authority of the Employer for the purpose of obtaining Union views prior to taking final action. This definition does not compel either party to agree to a proposal or make a concession.

b. Negotiations are defined as bargaining between the Employer and a Union with the objective of reaching formal written agreement with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws, regulations and published policies.

c. Grievance means any complaint:

(1) By any unit employee concerning any matter relating to the employment of the employee;

(2) By the Union concerning any matter relating to employment of unit employees;

(3) By any unit employee, the Union or the Employer concerning--

(a) The effect or interpretation, or a claim of breach of this agreement; or

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

SECTION 3. Wherever the personal pronouns he, him, or his are used in this agreement, they shall be construed as neutral in gender, that is, as meaning both he and she, him and her, or his and hers.

### **ARTICLE 3**

#### **PROVISIONS OF LAWS AND REGULATIONS**

SECTION 1. It is agreed and understood by the Employer and the Union that in the administration of all matters covered by this agreement, officials and Employees are governed by existing and future laws, executive orders and regulations of appropriate authorities; by published agency policies and regulations in existence at the time this agreement is approved and subsequently published agency policies and regulations required by law or by regulations of appropriate authorities.

SECTION 2. The fact that the Union agrees to published agency policies and regulations in existence at the time the agreement is approved does not preclude the Union from requesting to meet and negotiate to the extent required by law on any future agency policy and regulation.

## ARTICLE 4

### MATTERS APPROPRIATE FOR NEGOTIATIONS OR CONSULTATION

SECTION 1. It is agreed and understood that matters appropriate for negotiation between the Employer and the Union are personnel policies, practices and matters affecting conditions of employment of unit employees which are within the discretion of the Employer, including but not limited to such matters as safety, training, labor-management relations, employee services, methods of resolving grievances, leave, promotion practices, demotion practices, pay practices, reduction-in-force practices and hours of work. Prior to any proposal affecting bargaining unit employees working conditions, management will notify the Union, in writing, and will afford the Union the opportunity, within fourteen (14) calendar days after being notified to request bargaining.

SECTION 2. It is recognized that this agreement is not all-inclusive. The Employer agrees to provide the Union the opportunity to negotiate prior to implementing new policies or changes to such policies or practices that exist at the time this agreement is executed.

SECTION 3. Either party has the right, at reasonable times, to confer with the other concerning subjects appropriate for consultation or negotiation as outlined in Section 1 above. The party desiring a meeting shall give reasonable notice to the other party specifying the subject matter to be discussed and, if appropriate, summarizing the incident or condition, if any, which necessitates the meeting.

SECTION 4. The employer agrees to notify the Union President/designee in writing/E-mail prior to the planned implementation of a proposed change in conditions of employment. The notification will indicate the general nature of the proposed change and the planned implementation date.

SECTION 5. Issues regarding negotiability of an item under discussion will be resolved in accordance with applicable portions of laws, rules and regulations.

**ARTICLE 5**

**EMPLOYER RIGHTS**

SECTION 1. Subject to Section 2 of this Article, nothing in this agreement shall affect the authority of any management official of the Employer --

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

b. In accordance with applicable laws

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

(2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which Employer's operations shall be conducted;

(3) With respect to filling positions, to select for appointments from:

(a) Among properly ranked and certified candidates for promotion; or

(b) Any other appropriate source;

(4) To take whatever actions may be necessary to carry out the Employer's mission during emergencies.

SECTION 2. Nothing in this Article shall preclude the Employer and the Union from negotiating-

a. At the election of the employer, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

b. Procedures which management officials of the Employer observe in exercising any authority under this Article; or

c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

## ARTICLE 6

### EMPLOYEE RIGHTS AND RESPONSIBILITIES

SECTION 1. The Employer and the Union agree to mutually establish and maintain an environment that promotes good workmanship, protects human dignity, encourages common courtesy, assures fair and equitable treatment of employees, and maintains high standards of employee performance.

SECTION 2. Employees shall have the right, regardless of Union membership to bring matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations, or policy.

SECTION 3. Employees shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist the Union, or to refrain from any such activity in accordance with 5 USC Chapter 71 and applicable laws and regulations. In the exercise of this right, employees shall be free from all interference, coercion, restraint, and discrimination. Union membership shall not be encouraged or discouraged by any supervisor or Management official.

SECTION 4. Employees have the right to be represented by an attorney or by a representative, of their choice, in any action excluded from the Negotiated Grievance Procedure.

SECTION 5. Nothing in this Agreement shall require an employee to become or to remain a member of the Union, or to pay money to the Union except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction as delineated in Article 49 of this Agreement.

SECTION 6. Under the Weingarten Rights an employee has the right to be represented by the Union at any examination 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 such representation. The right to representation does not extend to informal routine worksite discussions, routine counseling sessions, or performance evaluations between the employee and the supervisor.

SECTION 7. The Employer agrees to post the "Weingarten Rights" on the CPAC website. <http://www.eustis.army.mil/cpac/Labor.htm> (Notice of Right)

SECTION 8. New employees will be advised that an electronic copy of this agreement can be obtained from Fort Eustis Web Site posted under CPAC web page area under Labor during their orientation briefing <http://www.eustis.army.mil/cpac/Labor.htm> (AFGE Local 1051)

SECTION 9. Employees have the freedom to exercise any right of appeal granted by law, rule, regulation, or this Agreement without fear of reprisal.

SECTION 10. The Employer agrees to make its rules, regulations, and policies available to employees. The Employer will make a reasonable effort to bring specific instructions or policies relevant to an employee's particular job to his or her attention.

SECTION 11. Employees are encouraged to bring violations of law, policy and/or regulation to the Employer's attention.

SECTION 12. An employee is accountable for the performance of official duties and compliance with standards of conduct for Federal employees. Within this context, the Employer reaffirms the right of an employee to conduct his private life as he/she deems fit provided such conduct does not discredit the Federal service or impair its efficiency. Employees are responsible for complying with Standards of Conduct prescribed in Joint Ethics Regulation.

SECTION 13. In accordance with the Freedom of Information Act (FOIA) and the Privacy Act, employees or their representatives may request any documents maintained in a system of records.

**NOTE: If URLs site in this contract change, management will notify the union of such changes.**

## **ARTICLE 7**

### **UNION RIGHTS AND OBLIGATIONS**

SECTION 1. Consistent with 5 USC 71 and this Agreement, the Union is entitled to act for, or represent the interests of all employees of the Unit, collectively or individually, described in Article 1 of this Agreement. The Union will accept all eligible employees as members without discrimination because of race, color, creed, national origin, sex, age, preferential or non-preferential civil service status, political affiliation, marital status, or handicapping condition.

SECTION 2. The Union recognizes the responsibility of representing the interests of all employees within the Unit it represents without discrimination and without regard to labor organization membership consistent with this Agreement and statute.

SECTION 3. Appropriate representatives of the Union will be given the opportunity to be present at any formal discussion between a representative of the Employer and one or more employees in the Unit concerning any grievance or any personnel policy or practice, or other condition of employment. Further, the Union will be given the opportunity to be present at any examination of an employee in the Unit by a representative of the Employer in connection with an investigation if:

- a. The employee reasonably believes that the examination may result in disciplinary action against the employee; and
- b. The employee requests representation.

SECTION 4. The Parties agree to cooperate in the effort to increase productivity and the efficiency of government operations. The Union will encourage employees to maintain effective supervisor and employee communications.

SECTION 5. The Union has the right to represent an employee or group of employees in presenting a grievance or other appeal or when raising matters of concern or dissatisfaction with Management concerning conditions of employment. The Union has the exclusive right to represent employees under the negotiated grievance procedure in this Agreement. An employee or group of employees may present a grievance without representation by the Union. However, the union must be notified and invited to all discussions and adjustment meetings with the employees. In any case, the adjustment must be consistent with the terms of this agreement.

SECTION 6. Designated Union Officials who are bargaining unit employees will be granted official time, as needed, to conduct representational activities authorized by the Statute. Official time will not be used for internal Union business.

SECTION 7. When it is necessary for a Union representative to leave his or her workstation for representational purposes, he or she will, in discussion with the supervisor, work out an appropriate time for such absence. He or she will also inform

Management of the purpose (for official time reporting) and the organization location he or she intends to visit.

SECTION 8. Union representatives who use official time pursuant to this Article will record the use of all representational time on a report to be submitted no later than the end of each pay period to the appropriate supervisor. The report will be in accordance with Appendix A.

## **ARTICLE 8**

### **UNION REPRESENTATION**

SECTION 1. The Employer shall recognize the elected officers and duly designated stewards of the Union. Union stewards shall be employees of the unit. The Union will keep the Employer currently advised in writing of the names of its officers and stewards and the designation of the areas they cover. The Union will promptly notify the Employer of any change of Union stewards.

SECTION 2. The number of stewards shall be reasonable, normally, not more than 10% of unit. No more than 2 employees per division will be designated as stewards. The Union will not knowingly appoint as a steward any person who has been denied a security clearance, or whose security clearance has been revoked, or suspended. If unbeknown to the Union an employee is selected to serve as a steward who has been denied a security clearance or has had his security clearance suspended or revoked, upon notification of such, the Union will rescind the selection.

SECTION 3. Union stewards and elected officers of the unit shall be authorized reasonable working time during duty hours to perform representational duties. There shall be no restraint, interference, coercion, or discrimination against the representative because of the performance of such duties.

SECTION 4. A Union steward or elected officer of the unit, while on representational duties within the terms of this Agreement, shall:

a. Obtain the permission of the appropriate supervisor prior to leaving his assigned work area to conduct such business,

b. Inform the supervisor of the general nature of the duty and anticipated duration, and

c. Report back to the appropriate supervisor upon return to the work area.

SECTION 5. If the Union steward or elected officer of the unit enters another work area, he will obtain the permission of the supervisor or designated representative present prior to performing representational duties.

SECTION 6. Permission for a Union steward or elected officer of the unit to conduct representational duties will be dependent upon the exigencies of the work required to be performed in the assigned duty area.

SECTION 7. In the interest of efficient conduct of Government business and the economical use of Government time, and in order to draw a reasonable distinction between official representational duties and non-official activities, those activities concerned with the internal management of the Union, soliciting membership, collecting dues, campaigning for Union officers, conducting elections for employee organization officers, and distributing literature will be conducted outside of regular working hours. Union stewards and elected officers of the unit may receive and investigate, but shall not solicit complaints or grievances from an employee of the unit.

SECTION 8. Recognized Union officers will be authorized up to 48 hours administrative leave and Stewards will be authorized 16 hours administrative leave within a 12 month period to attend training sponsored by the Union provided the subject matter of such training is of mutual concern to the Command and the employee in his capacity as Union representative, and the Command's interest will be served by his attendance.

SECTION 9. The Union shall submit in writing to the Director, Civilian Personnel Advisory Center (CPAC) or Management designee, normally fourteen (14) calendar days in advance, any request for administrative leave. The request will include the following information: Name(s) of representative(s); date; time; place of training or orientation sessions; specific subject matter to be covered and the benefits from such training that are expected to be derived by the Employer.

SECTION 10. The CPAC Director, or Management Designee, will normally render a decision within seven (7) calendar days of the request. The Union is responsible for funding for all Union training. After completion of the training, the Union will

provide CPAC a listing of employees who actually attended the training, and the number of hours of administrative leave used by each.

## **ARTICLE 9**

### **EQUAL EMPLOYMENT OPPORTUNITY**

SECTION 1. Both parties recognize the policy of the Government of the United States to provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, religion, creed, sex, national origin, age, or lawful political or Union affiliation and to promote the full realization of equal employment opportunity through a positive, continuing program in each agency except as otherwise provided by applicable laws and regulations.

SECTION 2. Any employee who has authority to take, direct other to take, recommend, or approve any personnel action, shall not with respect to such authority discriminate for or against any employee on the basis of race, color, age, religion, sex, national origin, marital status, or handicapping condition.

SECTION 3. Unit employees who feel they have been discriminated against have the right to discuss their complaint with an Equal Employment Opportunity Counselor and may file a formal complaint. In addition, the employee may choose to have a personal representative when filing a formal complaint.

SECTION 4. The Local will be afforded the opportunity to have a Union representative on the EEO Council, if established.

SECTION 5. Periodic reports compiled by the Employer on the EEO program will be publicized when appropriate for information and guidance to supervisors and employees.

SECTION 6. Procedures for processing complaints of discrimination in Federal employment based on race, color, religion, sex, national origin, age, or handicap will be in accordance with applicable laws and regulations. Procedures are available in the Installation Equal Employment Opportunity Office.

## **ARTICLE 10**

### **SEXUAL HARASSMENT**

SECTION 1. Sexual harassment is a form of sex discrimination which undermines the integrity of the employment relationship. The Employer is committed to a work environment free from unwelcome advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Sexual harassment debilitates morale and interferes with the productivity of the organization.

SECTION 2. Sexual harassment is a prohibited personnel practice when it results in discrimination for or against an employee on the basis of conduct not related to performance, such as taking or refusing to take a personnel action such as a promotion depending upon an employee's submission to or rejection of such behavior.

SECTION 3. Sexual harassment involves overt or implied unsolicited comments, gestures, or physical contact of a sexual nature which are unwelcome, or the creation of a hostile work environment.

SECTION 4. The Employer's policy on the prevention of sexual harassment will be issued and posted on official bulletin boards.

SECTION 5. The Employer retains the right to administer appropriate discipline in instances where any individual has been properly found to have engaged in sexual harassment, in accordance with applicable laws and regulations.

SECTION 6. If a bargaining unit employee believes that sexual harassment has occurred, he/she may pursue the matter through the statutory EEO complaint procedure.

## **ARTICLE 11**

### **HOURS OF WORK AND BASIC WORKWEEK**

SECTION 1. The Union agrees that it is the responsibility of every employee to report promptly and ready for work on all scheduled workdays; to begin work promptly at the start of his basic workday and immediately after any lunch period; and to perform his work assignments industriously. The Union agrees that every employee must notify his immediate supervisor or, in

his absence, the next individual in charge of the office to which the employee is assigned of any absence. It also recognizes the responsibility of every employee to notify his immediate supervisor or, in his absence the next individual in charge of the office to which the employee is assigned should it be necessary to absence himself from his work area for any period in excess of 10 minutes. Supervisors should provide written approval for overtime before the hours are worked or, when this is not feasible, as soon as possible after the overtime is worked. Overtime and compensatory time are documented on DA Form 5172-R.

SECTION 2. The administrative workweek of employees in the unit is typically the calendar week, 0001 hours Sunday through 2400 hours Saturday.

SECTION 3. Normally, the basic workweek will consist of five (5) consecutive eight (8) hour workdays Monday through Friday. Employees shall be granted, on a nonpaid basis, at least forty-five (45) minutes for lunch each workday, normally to commence between 1100 and 1300. Employees may request their lunch period be reduced to thirty (30) minutes. Supervisors may approve such requests as long as the mission is not adversely impacted. When a normal lunch period is not feasible in a shift, a 20 minute lunch period may be permitted and considered as time worked for which compensation is allowed, provided that in such cases the lunch period is spent in close proximity to the work site and the employee performs his usual duties during lunch break.

SECTION 4. The Employer agrees that when employees are required to work during the normal lunch period, they will be granted a lunch period equal in length to the normally designated lunch period.

SECTION 5. Changes in shifts and duty hours will be established at least 14 days in advance and such changes are subject to Bargaining, including Impact and Implementation Bargaining, with the Union. The Employer may make exceptions to this requirement when emergency circumstances preclude compliance.

SECTION 6. If an employee reports to work at the prescribed starting hour on a scheduled workday capable of working but is prevented from performing his regularly assigned duties by circumstances beyond his control, the Employer will consider assigning the Employee to other duties to keep the employee gainfully employed.

SECTION 7. Employees may work a regular 8-hour workday or request 5-4/9 compressed work schedule. The supervisor will make a reasonable effort to grant the employee the schedule requested. However, in individual cases where the employee's choice would lead to an adverse impact on mission requirements, the supervisor has the right to deny or modify the request.

SECTION 8. Employees can request a temporary change in their hours of work by coordinating with their immediate supervisor at least one (1) workday prior to the desired change. Employees can request a revised work schedule (e.g. 5-4/9) through coordination with their immediate supervisor at least one (1) full pay period prior to the desired change. If a bargaining unit employee's request to revise their work schedule is denied, the employee will be given an explanation of the reasons for the denial. (See Article 12)

SECTION 9. The Employer agrees to grant breaks consistent with job requirements, nature of duties performed, and job exigencies.

SECTION 10. For the purpose of records and pay, overtime and leave will be computed in quarter-hour multiples.

SECTION 11. Changes in employee's duty hours will be made in accordance with section 5 above and to permit the employees' participation in grievance appeals, disciplinary and other official hearings, investigations, training, and physical examinations when impractical or undesirable to conduct during the employees' normal tour of duty.

a. If it is determined that a supervisor should have scheduled a period of work as part of an employee's regularly scheduled administrative work week and failed to do so in accordance with the procedures outlined above, an employee will be entitled to overtime compensation.

b. The Union will be furnished the reasons for establishment of variable tours. Upon request, management will provide the Union with the reasons for continued use of variable tours. The Employer will make every practical effort to avoid the establishment of the variable tour or the prolongation of variable tours. Tour around for employees on variable tours will normally be not less than ten (10) hours>

## ARTICLE 12

### ALTERNATIVE WORK SCHEDULES (AWS)

SECTION 1. AWS encompasses any schedule other than the traditional (eight hours per day, five days per week) work schedule. When used, alternative work schedules (AWS) must be in accordance with the 5 CFR Part 610, Subpart D. Authority to establish AWS or decline to participate is delegated to the Commander. AWS options are limited to those outlined below.

SECTION 2. Supervisors remain responsible for ensuring that organizations are staffed adequately to support and meet customer needs. Core hours are those time during the workday which all employee must be present for work or on approved absence. The core hours for the options outlined below are 0900 - 1500 hours unless otherwise specified for mission reasons. Employees may request a start time between 0630 and 0900 hours. Employees' scheduled daily tours of duty will end no earlier than 1500 and no later than 1800 hours. (Outside of Exercises/Events)

SECTION 3. All employees will have a lunch period of at least 30 minutes. Normally lunch will be scheduled between 1100 and 1300 hours. Lunch periods are intended as breaks during the day and will not be added to the end or the beginning of the workday. In other words, employees can't "work through" lunch to modify their work requirement.

SECTION 4. Participation in AWS is open to all full-time civilian employees at the discretion of the activity head and is strictly voluntary. If employees do not wish to participate, they must work the standard two 40-hour workweeks per pay period.

SECTION 5. Management may identify employees as ineligible to participate in AWS due to the nature of their positions or due to employee violations of the AWS policy. The reason(s) for the exclusion should be communicated to the employee.

SECTION 6. An employee's bi-weekly AWS request shall be submitted to the supervisor for his/her approval/disapproval via the request form. The proposed schedule must be approved by the supervisor prior to employee participation. Once approved, changes will normally become effective at the beginning of the pay period following the date of approval by the supervisor and shall remain in effect until a new work schedule is implemented,

the employee voluntarily discontinues AWS participation, or the employee's AWS participation is terminated. There are two categories of AWS: Compressed Work Schedule (CWS) and Flexible Work Schedule (FWS).

a. FWS for a full time employee is an 80-hour bi-weekly work requirement which allows an employee to determine his or her own schedule within the limits set by this policy and approved by the immediate supervisor. The FWS for a part-time employee is a bi-weekly basic work requirement of less than 80 hours, which allows an employee to determine his or her own schedule within the limits set by this policy and approved by the immediate supervisor. The two FWS options available for use in HQ TRADOC and ARCIC are Flexitour and Gliding.

1. Flexitour. Flexitour is a schedule in which an employee selects a fixed starting and ending time for his/her workday during the bi-weekly pay period, approved by the supervisor. As a norm, the employee may not vary arrival and departure times daily, but on a scheduled and approved basis, may start and stop at any time within the flexible time bands.

2. Gliding Schedule. A gliding schedule is a type of flexible work schedule in which a full-time employee has a basic work requirement of 8 hours in each day and 40 hours in a week, may select starting and stopping times daily within the established flexible hours.

3. Credit hours. Employees on a FWS are authorized to earn credit hours. Credit hours are hours than an employee elects to work in excess of the basic work requirement under an FWS at the beginning or end of the workday. They may not be used in the same workday that they are earned and may not be used prior to being earned. They may not be earned on a non-workday. Employees may carry forward a maximum of 24 credit hours between pay periods. Hours in excess of this amount will be lost. Credit hours are earned in quarter-hour increments. Use of credit hours requires the supervisor's approval.

b. CWS is a fixed work schedule, established by the agency, which enables a full-time employee to work 80 hours per pay period in less than 10 workdays. A full-time employee has a basic work requirement of 80 hours in a bi-weekly pay period which may be scheduled for less than 10 workdays, with supervisory approval. A part-time employee has a basic work requirement of less than 80 hours bi-weekly which, with supervisory approval, may permit them to fulfill their basic

work requirement in less than 10 weekdays during the bi-weekly pay period. Although supervisors may change or stagger employee arrival and departure times, there are no provisions for employees to flex their arrival or departure times.

1. The 5/4-9 schedule permits an employee to work eight 9-hour days and one 8-hour day over two weeks to comprise 80 hours over a pay period (five days during one week and four days during the other week of the pay period) with a fixed Regular Day Off (RDO).

2. The four-day workweek schedule, sometime called 4/10, allows the employee to work four 10-hour days in a week (eight 10-hour days in a pay period); arrival and departure times are fixed, not flexible with two fixed RDOs.

3. Employees working a CWS shall be charged leave in accordance with their basic work schedule. For example, if an employee takes annual leave or sick leave on a day he/she is scheduled to work 9 hours, he/she will be charged 9 hours leave. Overtime and compensatory time will be in accordance with applicable laws and/or regulations.

4. A CWS is a fixed schedule. Once established, the employee will not change their RDO without justification and approval from the first-line supervisor. Any change of RDO must be justified while considering mission requirements and personal situations. Based upon mission requirements, the agency can required an employee to move from a CWS to a regular five-day workweek, eight hours per day schedule on a temporary or permanent basis. Changes in an employee work schedule should be documented and communicated to the employee prior to the impacted administrative workweek.

5. An employee will revert to a regular work schedule while on National Guard or Reserve Component duty, court leave, and extended TDY/training. For short term TDY/training (one week or less), an employee will work the normal duty hours of the installation to which assigned or work a tour of duty as established by the supervisor.

6. When a holiday falls on a day that an employee is regularly scheduled to work, the employee is entitled to basic pay for the number of hours of his/her CWS on that day. If two holidays are in the same pay period, the first holiday is the 8-hour day and the second holiday is the 9-hour day. If a holiday falls on a RDO of an employee, the employee's preceding workday

will be designated an "in lieu of holiday". As an exception, if the holiday falls on a Monday and the scheduled day off is that day, Tuesday will be the day off.

7. There is no legal authority for earning or using credit hours when working a compressed work schedule.

## **ARTICLE 13**

### **OVERTIME**

SECTION 1. Overtime work assignments will be distributed fairly and equally on a rotational basis among all qualified employees, consistent with workload requirements. Preference will be given to those employees who are currently assigned to the job. If no currently assigned employees are available, consideration will be given to those other employees best qualified to do the job.

SECTION 2. Authorized usage of annual leave and/or sick leave will not preclude an employee from working overtime.

SECTION 3. The Employer shall make a reasonable effort to give the employee as much notice as possible when overtime is required, and further will give due consideration to the employee's personal circumstances subject to the paramount requirement of fulfilling the mission of the Employer. The assignment of overtime work is the prerogative of the Employer.

SECTION 4. Overtime pay will be computed in accordance with regulations.

SECTION 5. When it is necessary for employees to return to work outside of their scheduled work hours to perform unscheduled overtime work, they shall be paid a minimum of two (2) hours overtime.

SECTION 6. In cases of emergency as determined by the Employer, where employees are not informed of overtime assignments prior to the start of the regular shifts, and are required to work more than four (4) hours beyond the end of the regular shift, an opportunity to obtain food and a scheduled break period to consume it at the work site will be provided.

SECTION 7. Subject to the FLSA, employees whose basic rate of pay is equal to or less than the maximum rate for GS-10 may request compensatory time in lieu of overtime pay. Supervisors shall not require such an employee to take compensatory time in

lieu of overtime pay. Employees whose basic rate of pay is above the maximum rate for GS-10 will receive compensatory time for overtime worked unless advised to the contrary at the time they are notified of the work requirement.

SECTION 8. The Employer will normally, upon request from the employee, relieve that employee from an overtime assignment where such assignment would result in an unreasonable inconvenience adversely affecting the employee or his family. An employee will be relieved in those instances where another well-qualified employee, in the same organizational element, is readily available for the assignment and willing to work. The hours of overtime declined will be considered as overtime hours worked for the purpose of determining the equality of overtime distributions.

SECTION 9. When employees are loaned to a particular work area for the purpose of supplementing the work force, the employees loaned will be given equitable consideration for the overtime.

SECTION 10. The Employer will maintain records of all overtime offered and worked in accordance with current directives. Upon request, the Union may review overtime records as authorized by applicable laws and regulations to the extent necessary to investigate alleged inequities in distribution of overtime.

## **ARTICLE 14**

### **HOLIDAYS**

SECTION 1. Employees shall be entitled to all holidays now prescribed by law and any law and all holidays that may be designated by Executive or Management may later add that Order that cover bargaining unit employees. Employees shall be entitled to holiday benefits consistent with governing rules and regulations in connection with all Federal holidays prescribed by law. Pay for such holidays shall be computed in accordance with governing rules and regulations. When an employee is required to work on his/her normal day off, the employer will notify the employee at least 48 hours in advance.

SECTION 2. When a holiday falls on Saturday, the holiday will be observed on the preceding Friday; likewise, when a holiday falls on Sunday, it will be observed on the following Monday.

SECTION 3. When an employee's scheduled day off, under a Alternative Work Schedule (AWS), falls on a holiday, the

employee is entitled to an in-lieu-of holiday during that pay period. The in-lieu-of holiday is normally the workday prior to or after the employee's scheduled day off. (Article 12)

SECTION 4. An employee will not change their CWS for the sole purpose of adjusting their in-lieu-of holiday.

SECTION 5. The Employer will make reasonable effort to grant annual leave to employees upon request for any religious holiday associated with the religious faith of the employee.

## **ARTICLE 15**

### **ANNUAL LEAVE**

SECTION 1. The employee shall earn and be granted annual leave in accordance with applicable regulations.

SECTION 2. Consistent with workload and manpower requirements and when the request is submitted with sufficient advance notice, the Employer agrees that an employee's request for annual leave will be granted. Approval of request for annual leave for unforeseen emergency reasons will be granted as the circumstances warrant.

SECTION 3. Every effort should be made by the employee to schedule leave in a manner consistent with good practices that would preclude forfeiture of annual leave. When sickness, workload, or other factors exist that cause the Unit employee to lose approved annual leave, it will be subject to regulations for restoration of annual leave.

SECTION 4. Approval of leave is not to be presumed. It is the responsibility of the employee to ascertain that the request for leave has been approved. The Employer will act on the request for leave as soon as practicable following submittal and inform the employee of the decision.

SECTION 5. It is agreed that no employee shall be called back from approved leave unless an emergency designated by the Employer arises and no other suitable employee of that organizational element is available to perform the required duties.

SECTION 6. An employee unable to report for duty because of a personal emergency must request annual leave of the Employer as soon as possible but not later than 2 hours after the start of his regularly scheduled tour of duty unless precluded by emergency conditions.

SECTION 7. Normally, an employee should schedule annual leave of one week or more duration, 3 months in advance.

## **ARTICLE 16**

### **SICK LEAVE**

SECTION 1. Employees will accrue sick leave in accordance with applicable laws and regulations. The Union joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave so it will be available to them in case of extended illness.

SECTION 2. Earned sick leave shall be granted to employees when they are incapacitated for the performance of their duties provided that employees not reporting for work because of incapacitation for duty furnish notice to the supervisor or the supervisor's designee, as soon as possible prior to the start of the employee's shift, but not later than two hours after the start of the tour of duty unless emergency conditions preclude such notification.

SECTION 3. Sick leave, if available, will be granted to employees in accordance with applicable statutes and regulations when they are incapacitated for performance of their duties by sickness, injury, or pregnancy and confinement, for medical, dental, or optical examination or treatment; or when exposed to contagious diseases as defined by Federal regulations and when the presence of the employee at his place of duty would jeopardize the health of coworkers. Request for sick leave for medical, dental or optical examination or treatment shall be submitted for approval, normally 3 days in advance of the appointment. Employees will make reasonable efforts to schedule such appointments after working hours or on non-workdays.

SECTION 4. Normally, employees shall not be required to furnish a doctor's certificate to substantiate a request for approval of sick leave unless such sick leave exceeds 3 working days of continuous duration. In individual cases where there is reason to believe the employee is abusing sick leave privileges, the employee may be required to furnish a doctor's certificate for

any sick leave request. In such cases, the employee should normally be advised orally that, because of the questionable sick leave record, a medical certificate may be required for each subsequent absence on sick leave. If this does not bring about the desired improvement in his sick leave record, he will be advised in writing that all future requests for sick leave must be supported by a medical certificate. This requirement shall be reviewed by the immediate supervisor at the end of 6 months to determine if it should be eliminated. The employee shall be informed in writing of the decision to cancel the requirement. When the requirement for a medical certificate is to be continued, the employee shall be informed orally and confirmed in writing of this decision by the immediate supervisor.

SECTION 5. A medical certificate should normally be filed upon return to duty to support periods of absence on sick leave in excess of 3 continuous workdays. In lieu of a medical certificate, the employee's signed statement explaining the nature of his illness may be accepted when considered unreasonable to require a medical certificate because the illness did not require the services of a physician.

SECTION 6. Career or career-conditional employees who are incapacitated for duty because of serious illness or disability should normally be advanced unearned sick leave not to exceed 30 days provided there is a reasonable expectation that the employee will return to duty and remain on duty for a period sufficient to liquidate the advance by subsequent accrual.

SECTION 7. When a medical official has certified that an employee has physical restrictions that preclude the full performance of the duties of his assigned position, the Employer agrees to attempt to assign duties that the employee can perform within the given restrictions for a reasonable period of time.

SECTION 8. The Employer agrees when employees are sent home due to illness, the absence will be charged to sick leave in accordance with regulations. The Employer agrees when employees are sent home due to on-the-job injury, the absence for the remainder of the day will be charged in accordance with the provisions of applicable regulations and instructions.

## **ARTICLE 17**

### **LEAVE WITHOUT PAY**

SECTION 1. Employees may be granted leave without pay in accordance with provisions of applicable laws and regulations.

SECTION 2. Disabled veterans who are entitled to leave without pay, if necessary, for medical treatment, and reservists and National Guardsmen who are entitled to leave without pay, if necessary, to perform military training duties will be granted leave without pay upon request.

SECTION 3. Employees on approved leave without pay shall continue to accrue all rights and privileges, including retirement benefits and coverage under Group Life Insurance and Federal Employee Health Benefits Program except as limited by applicable laws and regulations.

SECTION 4. Any employee granted leave without pay is required to keep the Employer notified of his or her current address. The Employer recognizes the bumping and retreat rights of an employee on approved leave of absence in situations where the employee is affected by reduction-in-force action during his leave of absence.

## **ARTICLE 18**

### **FAMILY LEAVE**

SECTION 1. Employees may be granted leave for family care under two separate programs. These programs are Sick Leave for Care of Family Member (formerly known as the Family Friendly Leave Act (FFLA) and the Family Medical Leave Act (FMLA) of 1993.

SECTION 2. Use of sick leave to care for a family member is covered under 5 CFR 630 Subpart D. Under this provision, employees may use accrued sick leave to care for family members' medical needs and other special conditions. Employees and managers shall follow the guidelines and conditions set forth in 5 CFR 630 Subpart D when requesting and granting sick leave for family member care.

SECTION 3. The Family Medical Leave Act (FMLA) of 1993 is eligible for use by employees meeting certain criteria. Entitled employees may use up to a total of twelve (12) workweeks of leave (i.e. annual, sick, leave without pay) during a twelve

month period for family members and conditions outlined in 5 CFR 630 Subpart L. Employees and managers shall follow guidelines set forth in 5 CFR 630 Subpart L when requesting and granting leave under FMLA.

## **ARTICLE 19**

### **COURT LEAVE**

SECTION 1. Court leave will be granted, in accordance with applicable law and regulations, to an employee who is summoned to act as a witness before a court on behalf of the United States Government, state and local governments, or to perform jury duty in any court of law. When an employee is called as such a witness or juror, he will immediately notify his supervisor and submit a copy of the subpoena or summons. Upon completion of service, the employee shall submit written evidence of the dates and times he served as such a witness or juror.

SECTION 2. If an employee is excused from such service with sufficient time to enable that employee to return to duty for at least 2 hours of the scheduled workday, including travel time, the employee shall return to duty unless granted appropriate leave by the Employer. It is an employee's responsibility to request and receive approval prior to going on leave.

SECTION 3. Monies paid to jurors or witnesses which are in the nature of "expenses" (e.g. transportation) do not have to be reimbursed to the agency.

## **ARTICLE 20**

### **EXCUSED ABSENCES**

SECTION 1. Unit employees are encouraged to serve as blood donors and will be excused from work without charge to leave for the time necessary to donate the blood, for recuperation following blood donation, and for necessary travel to and from the donation site. The excusal time for this purpose will be up to 4 hours, except in unusual cases.

SECTION 2. Unit employees will be allowed to participate in interviews and written examinations and will request time off for this purpose. Such absence conducted under the Employer's Merit Promotion Program will be excused in accordance with the Leave Compendium and Leave Guide maintained on the CPAC web site.

SECTION 3. Employees may be granted excused absences for other purposes in accordance with appropriate regulations.

SECTION 4. Supervisors may grant excused absences for less than 1 hour. Infrequent periods of tardiness should be excused.

## **ARTICLE 21**

### **MEDICAL FLEXIPLACE PROGRAM**

SECTION 1. A Medical Flexiplace Program is designed to permit employees who have a temporary medical condition that precludes them from working at the conventional workplace to continue to be productive and accomplish work assignments that can be performed at a place other than the regularly assigned work site. The medical condition shall be certified in a manner that is administratively acceptable. Medical Flexiplace is intended for employees who do not have permanent medical conditions.

SECTION 2. Responsibilities

a. Responsibilities of Management

(1) Authorize use of flexiplace assignments when determined in the best interest of the Government;

(2) Ensure that appropriate management controls and reporting procedures are in place before employee begins assignment;

(3) Authorize work site arrangements;

(4) Assess the employee's work qualifications and the likelihood of the employee's successfully completing work away from the official duty station;

(5) Maintain productivity records and information to evaluate the employee's performance and quality of work;

(6) Develop or amend performance standards and measurements, if necessary, for work performed away from the official duty station; and

(7) Provide equipment, when necessary and available, for the employee to adequately perform assigned work;

b. Responsibilities of Employees

(1) Complete work assignments;

(2) Observe agreed upon hours of work in accordance with the established policies;

(3) Observe activity policies for requesting leave;

(4) Complete an employee self-certification of time and attendance report and return it to the supervisor on a biweekly basis;

(5) Respond in a timely manner to agency customers and to the public; and

(6) If applicable, make proper arrangements for dependent care during work-at-home hours, before beginning the flexiplace assignment;

SECTION 3. An employee participating in flexiplace must

a. Receive supervisor's approval for participation;

b. Be a permanent employee who has worked for the federal service at least one (1) year;

c. Have an acceptable performance rating as the most recent rating of record;

d. Have available work;

e. Be willing to sign and abide by a written work agreement;

f. If working at home, be able to provide an appropriate work location with adequate space, access to a telephone, and without undue interruption which could impact productivity; and

g. Have demonstrated the ability to work independently.

SECTION 4. Medical documentation must include the following:

a. A description of the medical limitations that prevent the employee from reporting to the work site;

b. What restrictions, if any, should be placed on the work performed at the alternate work site; and

c. A diagnosis and prognosis, including the expected return-to-work date.

SECTION 5. A work agreement must be signed by the employee and his supervisor and must contain the following items:

a. Agreement to release home telephone number of employee to "customers";

b. Voluntary nature of the arrangement;

c. Length of the flexiplace assignment (initially not to exceed 6 months);

d. Hours and days the employee will work;

e. Location of the temporary work site;

f. Responsibilities for timekeeping, leave approval, and requests for overtime and compensatory time;

g. Performance requirements;

h. Requirements for proper use and safeguarding of government property and records, standards of conduct, etc;

i. Reimbursement of expenses to be paid by the Government, if any;

j. Government equipment to be used by the employee; and

k. Responsibility of employee to protect government equipment.

SECTION 6. Approval/Disapproval.

a. Approval levels for Medical Flexiplace Requests are as follows:

(1) ARCIC Deputy Chief of Staff or designee

b. The approval/disapproval will be based on the employee's ability to provide definitive, medical documentation concerning his temporary medical condition, and will include an expected return-to-work date. As a rule, temporary medical conditions would not continue for more than a few days to a few months. Supervisors may not leave Medical Flexiplace assignments open-ended. Employees will provide to their supervisor recertification of their medical condition after six (6) months to support continued participation.

SECTION 7. Equipment and Supplies. The Employer will provide appropriate equipment and supplies for employees to perform work at the Flexiplace work site.

SECTION 8. Classified documents will not be removed from Employer offices to provide work at home.

## **ARTICLE 22**

### **EMPLOYEES WITH DISABILITIES**

SECTION 1. The Employer agrees to comply with provisions of the Americans With Disabilities Act to fulfill its legal obligations to Employees with disabilities.

SECTION 2. The Employer agrees to publicize regulations, policies and procedures related to the employment of Employees with disabilities in a timely and appropriate manner.

SECTION 3. Employees with disabilities will be treated fairly and equitably with regard to application of personnel policies related to promotions, reassignments, awards, training, and career development.

## **ARTICLE 23**

### **CIVIC RESPONSIBILITIES**

SECTION 1. Eligible employees who are in a duty status on any election day shall be granted time to vote in accordance with applicable regulations. As a general rule, where the polls are not open at least 3 hours either before or after an employee's regular hours of work he may be granted an amount of excused leave which will permit him to report for work 3 hours after the polls open or leave work 3 hours before the polls close, whichever requires the lesser amount of time off.

SECTION 2. The parties recognize the importance of employee participation in authorized charitable fund raising campaigns, savings programs, blood donor programs, and other charitable and humanitarian activities. It is agreed that such participation shall always be voluntary and that the Employer and the Union shall refrain from exerting pressure upon employees to participate. The Union agrees to encourage participation in such activities.

## **ARTICLE 24**

### **EMPLOYEE TRAINING AND DEVELOPMENT**

SECTION 1. The Employer is responsible under the Government Employees Training Act for establishing training programs to increase efficiency and effectiveness. The Employer will publicize training opportunities in those areas and inform the employees how to apply for this training for self-development.

SECTION 2. The Union will stress to employees of the Unit the need for self-development and self-initiated training to increase their efficiency and enhance their career potential.

SECTION 3. The Employer recognizes the importance of training and will ensure that employees occupying the same type of positions will receive equal consideration to participate in training consistent with their qualifications and work experience.

SECTION 4. The Employer will endeavor to assure that employees are provided necessary training and/or assistance to meet the performance requirements of their positions.

## **ARTICLE 25**

### **EMPLOYEE DRESS**

SECTION 1. Personal Clothing. The parties agree that the items of clothing worn by an employee shall be neat, clean, well maintained, and generally acceptable for the job to which assigned.

## **ARTICLE 26**

### **SMOKING POLICY**

SECTION 1. The parties agree to support the established installation smoking policy, and to solicit the cooperation of bargaining unit members (both smokers and non-smokers) in complying with the policy. Smoking is prohibited in the Employer's facilities, and those who smoke must do so outside.

SECTION 2. Smoking areas will be designated, when possible, which are reasonably accessible to employees and provide a measure of protection from the elements. These areas will be reasonably beyond the points of ingress/egress and away from potential fire hazards.

## **ARTICLE 27**

### **RESERVED PARKING**

SECTION 1. The Union president will be provided a designated parking space. One additional parking space shall be designated in close proximity to the Union office.

SECTION 2. Changes to Union parking space designations must be negotiated with the Union.

## **ARTICLE 28**

### **CAMPAIGNS AND DRIVES**

SECTION 1. For the purpose of this paragraph, solicitation of employees during approved campaigns or drives in the bargaining unit means requests for contributions for the Combined Federal Campaign, Army Emergency Relief Fund, participation in Savings Bond Drives, Blood Drives, or other approved solicitations which have been announced in generally published directives.

SECTION 2. Contributions from employees in the bargaining unit and participation by employees in the unit to solicit contributions shall be voluntary. There shall be no pressure on any employee in the unit for nonparticipation or for any level of contributions.

## ARTICLE 29

### EMPLOYEE ASSISTANCE PROGRAM

SECTION 1. The Union and the Employer shall have as a goal early identification and motivation for rehabilitation of possible cases of alcoholism, drug abuse, or other problems which affect job performance. Both parties agree to cooperate in aiding the employee whose work performance indicates a problem by referring the employee to the Employee Assistance Program (EAP) for professional screening and diagnosis. Motivation is achieved through the employee's clear understanding that unless his problem is identified and corrected, he is subject to the existing disciplinary and adverse action procedures for unsatisfactory job conduct and unsatisfactory job performance.

SECTION 2. The parties recognize that medical or behavioral problems of an employee and/or members of his/her immediate family, including alcoholism and drug abuse, can interfere with an employee's job performance, attendance, or conduct. It is in the best interests of both the Employer and the Union to assist bargaining unit employees in recovering from these illnesses. The Union therefore agrees to support the Employee Assistance Program of the Employer.

SECTION 3. A key element in assisting an employee in need of rehabilitative treatment is for the employee to recognize the problem and be willing to accept treatment. Participation by bargaining unit employees in all aspects of the Employee Assistance Program is voluntary. No unit employee will have his/her job security or promotional opportunities jeopardized by his/her request for counseling or referral assistance, except as may be limited by applicable law. The confidential nature of records of unit employees enrolled in the Employee Assistance Program will be preserved in the same manner as medical records. These records will not become part of the employee's Official Personnel Folder.

SECTION 4. If the employee enters the Employee Assistance Program, counseling, referral, and rehabilitation assistance will be provided in accordance with applicable regulations. The initial counseling session with a designated Employee Assistance Program representative will be conducted on official duty time. The employee will be granted Union representation at the initial counseling session upon request. The employee normally will be

granted sick leave, annual leave, or leave without pay for any subsequent medical treatment and rehabilitation under the Employee Assistance Program.

SECTION 5. The Employer and the Union agree that when alcohol or drug abuse or other personal problems of the employee interfere with the efficient and safe performance of the employee's assigned duties, reduce dependability, or result in unacceptable conduct, this becomes the legitimate concern of the Employer. The Employer is concerned with the accomplishment of agency missions and the essential need to maintain employee productivity.

SECTION 6. The Employee Assistance Program has been established by the Employer to provide non-disciplinary procedures by which an employee with alcohol or other drug problems, or personal difficulties is offered counseling, referral, and rehabilitation assistance in order to return his/her job performance, attendance, or conduct to acceptable levels.

SECTION 7. Once an adverse action has been initiated against an employee who previously refused rehabilitation assistance or did not successfully complete rehabilitation, the proposed adverse action need not be delayed as a result of the employee's subsequent request for rehabilitation. The employee will be advised of his/her right to Union representation.

SECTION 8. Supervisory and employee training regarding the Employee Assistance Program will be presented by the Employer as needed in accordance with AR 600-85. Union officers and stewards may attend such training offered to supervisors on official time. As required, the Employer will publicize the Employee Assistance Program, to include assurances of confidentiality for participants.

## **ARTICLE 30**

### **SAFETY AND HYGIENE**

SECTION 1. Safety on the job is of utmost importance, and the Employer and Union join in the furtherance of good safety practices.

SECTION 2. The individual employee is responsible for observing safe work practices and has an obligation to observe all safety rules and practices in order to protect himself and his fellow workers.

SECTION 3. The Employer will make a reasonable effort to provide and maintain safe working conditions and industrial health protection for the employees. The Union will cooperate to achieve that end and will encourage all employees to work in a safe manner.

SECTION 4. The Employer recognizes that employees required to work alone after normal duty hours may be subject to on the job injuries without anyone being aware of the injury. In view of this, the Employer agrees to establish procedures to ensure that, at the employee's request, an office operating after normal duty hours is periodically checked.

SECTION 5. The Union may appoint a member to the local Safety Council sponsored by activities covered by this agreement.

SECTION 6. The Employer shall provide adequate and clean toilet facilities, as near to the normal duty area as reasonably possible.

SECTION 7. The Union will encourage all employees to report all accidents and unsafe conditions immediately. The Employer will require all supervisors to comply with current regulations and instructions concerning reporting of accidents and providing medical services to employees.

## **ARTICLE 31**

### **ON THE JOB INJURY OR ILLNESS**

SECTION 1. Employees will personally report to their supervisor as soon as possible regarding all injuries or illnesses, which occur on the job. If the employee is physically unable to do so, this may be accomplished by a Union representative or a personal representative.

SECTION 2. The Employer will provide emergency treatment and transportation necessary to secure this treatment in incidents of on-the-job injuries. The Employer will assist the employees in applying for compensation with the Office of Workers Compensation Programs. The Employer will ensure that appropriate injury and compensation forms are filled out, signed, and submitted to proper authorities.

SECTION 3. Employees who are injured on the job will be initially referred to the installation Medical Treatment

Facility (MTF) for evaluation and emergency treatment consistent with the nature and extent of the injury. However, following the MTF medical evaluation, the employee retains the right to receive follow-on treatment for the injury from a physician of his/her choosing, in accordance with applicable law. If the local MTF has the capability of providing the necessary initial treatment, such treatment will be provided to the employee, unless the employee exercises his/her right to refuse MTF care and be treated by a physician of his/her choice.

SECTION 4. On the day of an on-the-job injury which occurs during the employee's regular tour of duty, time spent related to evaluation and treatment of the injury will be considered duty time for pay purposes. No overtime will be authorized for time spent in medical evaluation and treatment which occurs after normal duty hours, unless the employee is already working in an approved overtime status when the on-the-job injury occurred.

SECTION 5. The Union will encourage employees to fulfill their responsibilities under the Federal Employee's Compensation Act, to promptly complete required documentation; to seek prompt medical treatment for all alleged injuries from on-post medical facilities, if available, and when necessary, to assist in obtaining interim medical reports regarding the employee's capacity to return to duty.

## **ARTICLE 32**

### **LOCAL TRAVEL**

SECTION 1. When conducting official business employees will avail themselves of existing Employer furnished transportation services or Employee(s) may elect to use privately owned vehicles at their own expense.

SECTION 2. When the Employer cannot provide Government transportation as needed for an employee performing work during duty hours and the employee utilizes his privately owned vehicle for official business, the employee shall, with prior authorization from the supervisor be reimbursed for mileage in accordance with applicable procedures for the implementation of the Joint Travel Regulations.

SECTION 3. When employees are requested to travel to a remote location as a part of their duty day they are authorized to report to their office of record and pick up a military vehicle

or drive from their residence and receive mileage reimbursement. It is incumbent on the Employer to provide transportation.

## ARTICLE 33

### TEMPORARY DUTY TRAVEL

#### SECTION 1. General

a. Travel requirements and compensation will be accomplished in accordance with appropriate laws and regulations.

b. The Employer will make available the Joint Travel Regulations (JTR) through the Internet.

c. Within the Employer's right to assure efficiency of workforce operations, to the maximum extent practicable, travel will be scheduled during duty hours. In the event a supervisor schedules an employee to travel during other than normal duty hours, he, upon the employee's request, will furnish the employee in writing the reasons for necessity of such schedule.

d. When disputes arise concerning the disallowance of a travel claim, the employee and his representative will discuss the matter with the travel-requesting official. If no settlement is reached at this level, the employee and his representative may contact the travel pay office for resolution, guidance, or further processing to higher authority.

e. In the event that an employee is not authorized a GSA or commercial rental vehicle while on TDY, all bus, limousine, or taxi fares related to Government business will be paid for by the Employer.

#### SECTION 2. Quarters and Facilities

a. As outlined in applicable travel regulations, the use of government quarters may not be required. Per diem allowances will be subject to reduction when government furnished quarters are available.

b. If an employee, upon arrival at an installation with Government quarters, finds that the quarters do not meet the requirements specified in AR 210-16, he may contact the Commander's representative at the TDY site and request a Certificate of Nonavailability. If a Certificate of

Nonavailability is obtained, the employee may notify the order issuing authority and request authorization to use full travel and per diem expenses.

#### **ARTICLE 34**

##### **SUGGESTION PROGRAM**

SECTION 1. The Employer and the Union support and encourage all employees to participate in the Suggestion Program. It is agreed that every reasonable effort will be made to process suggestions in an expeditious manner in accordance with applicable regulations.

#### **ARTICLE 35**

##### **EMPLOYEE RECOGNITION**

SECTION 1. The Employer, through email, by internal communication and other available means, will urge supervisors to recognize employees who sustain a level of performance significantly above reasonable expectations. Supervisors will be urged to use Letters of Appreciation, Letters of Commendation, and Honorary Awards to the maximum extent possible in such recognition.

SECTION 2. Quality Step Increases, Time-Off Awards, and Performance Awards may be used to recognize sustained high quality performance of assigned responsibilities. A Special Act or Service Award, On-the-Spot Cash Award, Honorary, or Time-Off Award may be used to recognize individuals or groups for meritorious personal efforts, acts, service or scientific achievements performed within or outside assigned responsibilities. Eligibility for awards and the amount will be determined based on applicable regulations.

#### **ARTICLE 36**

##### **POSITION DESCRIPTIONS AND CLASSIFICATION**

SECTION 1. Employees will be furnished a copy of their position descriptions within thirty (30) days of initially entering a position and as major changes are made. An employee's supervisor shall discuss with the employee any major change he/she contemplates making to the employee's position description before any changes are made except under extenuating circumstances, e.g., prolonged absences. The phrase "other

duties as assigned" will normally be reasonably related to the duties of the employee's position.

SECTION 2. The Employer will assure that all Unit position descriptions are periodically reviewed and are updated to reflect all major changes in duty assignments.

SECTION 3. Position Classification Standards are available to employees and Union via the CPAC website.

SECTION 4. An employee who believes his/her position description is improperly classified and/or described may discuss the matter with the supervisor. The supervisor with such assistance as required, shall explain the basis upon which duties were described and the position classified.

SECTION 5. An employee who believes his duties are not accurately described in their position description should bring this to the attention of the supervisor for resolution. If satisfactory resolution is not reached, the employee may grieve the accuracy of duty description through the Negotiation Grievance Procedures, but not the classification (i.e., title, pay plan, series or grade) of the position.

SECTION 6. An employee who believes his position is not properly classified (incorrect title, pay plan, series or grade) may file a classification appeal. A GS employee may appeal directly to DoD or appropriate agency, and if dissatisfied with DoD decision the employee may file a subsequent appeal to OPM. An employee also has the option of appealing directly to OPM, bypassing DoD channels.

SECTION 7. The Employer agrees to assign employees in accordance with their official position description. The phrase "performs other duties as assigned" or its equivalent when annotated on the position description, means duties which are considered a logical extension of the job description.

SECTION 8. The Employer will, upon receiving evidence from an employee that said employee is performing relevant duties not covered in the official position description:

- (a) Determine that the employee is in fact performing the duty,
- (b) Determine that the duty is in fact a major duty,
- (c) Change the job description, if appropriate, or withdraw the duties from the employee.

## **ARTICLE 37**

### **PERFORMANCE APPRAISAL**

SECTION 1. An employee's performance appraisal will normally be prepared by the employee's immediate supervisor.

SECTION 2. The immediate supervisor will discuss with the employee his appraisal prior to making it a part of the employee's record.

SECTION 3. All appraisals will be made in a fair and objective manner. An employee's signature, where provided for, indicates only that the appraisal has been received and discussed, and does not indicate an employee's agreement or disagreement with the appraisal.

SECTION 4. The supervisor will counsel employees in relation to their overall performance near the mid-point of the rating period and on an as needed basis. When an official narrative record result from such counseling, the affected employee will be given a copy of the record and will have the right to make written comments.

SECTION 5. Performance objectives or responsibilities will be identified and established for each individual employee's position. Employees are encouraged to participate in identifying performance objectives, as well as providing input for their accomplishments.

## **ARTICLE 38**

### **DETAILS AND TEMPORARY PROMOTIONS**

SECTION 1. A detail is the temporary assignment of an employee to a different position or set of duties for a specified period, with the employee returning to his regular duties at the end of the detail. Details of employees will be kept within the shortest practicable time limits as set forth in this agreement and applicable regulations.

SECTION 2. Supervisors shall endeavor to distribute detail assignments to higher grade positions or positions with known promotion potential equitably among employees eligible for the

assignments. It is the intent of the employer to insure equitability; however, it is understood by the parties that at times exigencies may preclude strict compliance.

SECTION 3. Supervisors are responsible for selecting employees for detail on an impartial basis; for informing employees of details, reasons, duties and estimated duration; and for establishing proper controls to insure that details are recorded and terminated on time and that necessary extensions are requested sufficiently in advance for approval.

SECTION 4. Where use of a detail is not the most appropriate method, a temporary promotion should be used to meet a specific need that will last for a limited period of 30 days or more. Except for brief periods, an employee should not be detailed to perform work of a higher graded level unless there are compelling reasons for doing so. Normally an employee should be given a temporary promotion instead of a detail. If a temporary promotion of more than 120 days is made to a higher graded position, or to a position with known promotion potential, it must be made under competitive promotion procedures.

SECTION 5. Noncompetitive details will normally be made from employees within the immediate organizational element concerned.

SECTION 6. It will be the joint responsibility of the supervisor and the employee to maintain records of details of 1 through 30 days. When the total of such details exceeds 30 days, the employee and the supervisor will prepare a record of such details. Nothing in this Article shall prevent an employee from updating their resume to reflect experience gained through detail or temporary promotion.

## **ARTICLE 39**

### **PROMOTIONS**

SECTION 1. Promotion of employees will be made on the basis of merit. Normally, the order of consideration for filling vacancies will be as follows:

a. Re-promotion eligibles or priority consideration eligibles or Department of Defense (DoD) stopper list eligibles;

b. Merit promotion procedures or reassignment or reinstatement eligibles or any other appropriate source. Nothing

c. in this Article shall affect the authority of the employer with respect to filling positions and to make selections for appointments from

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

(2) any other appropriate source.

SECTION 2. The Employer agrees to publish vacancy announcement on the Internet. The Employer agrees to make every reasonable effort to post vacancy announcements on the CPAC website/ARCIC Portal. If it is known that multiple vacancies will be filled, it should be so stated on the vacancy announcement. Each employee will establish means through his fellow employees or supervisors for obtaining vacancy announcement information and applying for consideration while absent from his normal duty station.

SECTION 3. When the Employer determines that a rating panel is to be used in filling a bargaining unit position, the Union may nominate non-applicant employees to serve as an observer to the panel proceedings.

SECTION 4. The Employer agrees that applicants will be evaluated in accordance with the Merit Promotion Plan applicable to ARCIC-BMC.

SECTION 5. The Employer recognizes the importance of, and the benefits to be derived from, giving promotional opportunity to BMC employees. Therefore, the minimum area of consideration in Merit Promotion normally will be employees covered by the servicing CPAC.

SECTION 6. The Employer agrees that selections for vacancies will normally be made within fifteen (15) calendar days after receipt of the Selection Referral List. All applicants may use ANSWER to determine the status of their application. Upon request of the employee, any unsuccessful applicant who was referred will be informed of the reason(s) for the selection made in writing within 15 calendar days after receipt of the request.

SECTION 7. It is understood that non-selection from a properly constituted referral may not form the basis for a grievance. However, an employee may grieve if he feels that a referral list was not properly constituted. Such employee may have Union

representation. When the Union is representing an employee, the Employer will make available for review the referral and selection list and application of the selected candidate. Records will be sanitized, or withheld, as necessary in order to protect the privacy of individuals as provided by the Privacy Act of 1974. When the employee remains dissatisfied, he retains the right to file a grievance within fifteen (15) calendar days after notification that he was not referred.

SECTION 8. Upon request to his immediate supervisor, employees will be informed how they may avail themselves of opportunities for self-improvement that will enhance their prospects for future promotion.

SECTION 9. A noncompetitive career promotion of an employee whose position has been reclassified to a higher grade or to a position with a higher representative rate because of the addition of duties or responsibilities may be made when it is determined that open competition is not warranted. All of the following circumstances must be met in order to exempt the promotion from competitive procedures:

a. There are no other employees in the unit supervised by the selecting official who are performing identical duties (at the same grade) to those performed by the employee prior to addition of the duties and responsibilities;

b. The employee continues to perform the same basic function(s) as were in the former position and the duties of the former position are administratively absorbed into the new position;

c. The addition of the duties and responsibilities does not result in an adverse impact on another encumbered position, such as abolishing the position or reducing the known promotion potential of another position; and

d. The employee meets all qualification requirements for the position.

e. All employees in career ladder positions will be promoted when the Employer has approved and certified the employee for promotion to the next higher level.

SECTION 10. When requested to do so by their employee, supervisors are obligated to see that the employee is considered for promotional opportunities that arise while the employee is

temporarily absent on leave, on detail, in training, or on TDY, during the full period that the vacancy announcement is posted.

## ARTICLE 40

### REDUCTION-IN-FORCE, DEMOTIONS AND REINSTATEMENTS

SECTION 1. Reduction-in-force will be carried out in compliance with applicable regulations.

SECTION 2. Reduction-in-force as used herein is defined as the Employer's action to reduce the number of occupied positions within the unit requiring the use of reduction-in-force procedures set forth in applicable regulations to implement such actions. The Employer will properly notify the Union when it is determined that a reduction-in-force is necessary. The Union may make its views and recommendations known concerning such reduction-in-force actions. Prior to the issuance of official notice to the employees involved in a reduction-in-force action, the Employer will notify the Union of the spaces abolished, the approximate date when personnel actions will be initially effected and the reasons for the reduction-in-force. The Union agrees not to divulge the contents of the plan until official notice has been issued by the Employer to the employees affected.

SECTION 3. When implementing a reduction-in-force, normal attrition shall be utilized to the maximum extent practicable. Existing vacancies will be utilized to the maximum extent feasible to place employees in continuing positions that would otherwise be separated from the service.

SECTION 4. Employees separated by reduction-in-force actions will be placed on the Re-employment Priority List for two years if Career or one year if Career-Conditional. Such employees will be referred for position vacancies within the commuting area for which qualified if the employee has indicated his availability for such positions in writing to the Employer. All such employees will be given preference for re-employment in permanent and temporary positions for which minimally qualified. Persons who think their re-employment priority rights have been violated may appeal to the Merit Systems Protection Board as set forth in applicable regulations. It is understood that acceptance of a temporary appointment will not alter the employee's right to be offered permanent employment.

SECTION 5. In situations where an employee elects to take a demotion in lieu of separation in a reduction-in-force action, the employee must be minimally qualified to perform the duties of the lesser-rated position subject to requirements set forth in applicable regulations. Qualifications may be waived in accordance with applicable regulations. If an employee elects to take a demotion in lieu of separation, he shall be referred for re-promotion according to appropriate regulations.

SECTION 6. In the event a reduction-in-force is implemented, the employee(s) affected and his (their) designated Union representative shall be given the opportunity to review retention registers relative to reduction-in-force actions affecting the employee(s).

## **ARTICLE 41**

### **DISCIPLINARY ACTIONS**

SECTION 1. For the purpose of this article, disciplinary actions may be formal or informal. Formal disciplinary actions are defined as written reprimands, suspensions, or removal. Informal disciplinary actions include oral admonitions and letters of caution and requirement to correct specific employee deficiencies which do not warrant formal disciplinary action. Summaries of oral admonishment and copies of letters of requirement and/or caution that are disciplinary in nature shall not be placed in an employee's official personnel folder. Incidents for which an employee is orally admonished will not be counted as prior offenses or infractions when determining a penalty under the guideline schedule of disciplinary offenses and penalties.

SECTION 2. Both parties agree that primary emphasis will be placed on preventing situations requiring disciplinary actions, through effective employee-management relations.

SECTION 3. Both parties agree that disciplinary actions may be taken for just and sufficient cause. Disciplinary actions will be initiated only after a preliminary investigation or inquiry indicates that such action is appropriate for correcting the employee and in maintaining discipline and morale. In the event of a written proposed disciplinary action, the employee will be advised of his right to representation. Employees against whom formal disciplinary action is taken shall be informed of their right to grieve through the negotiated grievance procedure.

SECTION 4. All disciplinary actions will be processed in accordance with applicable regulations and employees shall be afforded all rights and privileges provided therein. When the Employer becomes aware of a situation involving misconduct or delinquency of an employee, the Employer will initiate disciplinary action within a reasonable time frame.

SECTION 5. It is agreed that all disciplinary actions are grievable under the negotiated grievance procedure except as otherwise provided for in this agreement.

SECTION 6. The Employer agrees to provide two copies of the written disciplinary action(s) to the affected employee who may provide a copy to the Union should he so elect. The employee will be informed within the decision letter that the extra copy is for the Union representative and that the Union has not been provided a copy of the decision.

## **ARTICLE 42**

### **ADVERSE ACTIONS**

SECTION 1. This article applies to removal, suspension for more than 14 days, reduction in grade or pay, and/or a furlough of 30 days or less.

SECTION 2. Except in extenuating circumstances employees against whom an adverse action is proposed will be provided 30 calendar days advance written notice stating specific reasons for the proposed action.

SECTION 3. Employees against whom adverse actions are taken shall be informed of their right to either appeal such actions under the provisions of 5 USC 7701 or grieve under the negotiated grievance procedure contained in Article 44 of this Agreement, but not both.

## **ARTICLE 43**

### **GRIEVANCE PROCEDURES**

SECTION 1. A "grievance" is as defined in Article 2, Section 2c of this Agreement. The expeditious resolution of grievances at the lowest possible level is in the best interest of the government service. This procedure is designed to provide an ethical, orderly, and equitable means for resolving complaints and grievances.

SECTION 2. Unit employees covered by this agreement may present a grievance which may be adjusted with or without Union representation at the grievant's discretion. However, the Union shall have the right to have its representative present at the adjustment. This right to individual representation does not include the right to take the matter to arbitration, unless the Union agrees to do so.

SECTION 3. The following matters are excluded from the Grievance Procedures:

- a. Denial of reemployment priority rights;
- b. Denial of reinstatement rights;
- c. Denial of military restoration rights;
- d. Position classification decision;
- e. Adverse action for political activity;
- f. Retirement and fitness-for-duty examination decisions;
- g. Life or health insurance decision;
- h. Suspensions or removals for National Security reasons under 5 USC Section 7532;
- i. Removal of probationary employees;
- j. Examination, certification, or appointment;
- k. Non-selection for promotion from a group of properly ranked and certified candidates;
- l. Allegations of mismanagement;
- m. EEO Complaints.

SECTION 4. In compliance with the Statute, an employee may elect to either appeal the following actions to the Merit Systems Protection Board (MSPB) under the procedures prescribed by the MSPB, or to pursue the matter through the grievance/arbitration system, but not both. The election, once made, is final:

- a. removal;
- b. a suspension for more than 14 days;
- c. a reduction in grade;
- d. reduction in pay; and
- e. a furlough of 30 days or less.

A grievance filed under Section 4 of this article will be submitted to the CPAC for decision of the activity head or designated representative within 30 calendar days of effective date of the action.

SECTION 5. Grievances may be initiated by employees, either singularly or jointly, or by the Union or by the Employer. Regardless of Union membership, employees shall not be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation, or established agency policy. An employee or group of employees in the unit may be represented only by the exclusive Union, or by a person approved by the Union, in filing a grievance under the negotiated procedure.

SECTION 6.

a. The Employer and the Union expect employees and supervisors to make a sincere effort to reconcile differences and matters of concern. When such efforts are unsuccessful, the following procedures have been established for the resolution of grievances:

Step 1. Grievances must be presented within twenty-one (21) calendar days after the date of the event which precipitated the grievance. Such grievances shall not be presented or considered at a later date except where circumstances beyond control of the employee prevent timely presentation.

Grievances shall normally first be discussed informally by the employee and his representative, if any, and the immediate supervisor involved. If the matter is not resolved within seven (7) calendar days from the date of this meeting, the grievance may be advanced to Step 2. The grievance issue(s) submitted in Step 1 shall be the only issue(s) considered at any further step in the grievance procedure. Additional issues may be initiated at Step 1 as a separate grievance.

Step 2. If no satisfactory resolution is reached at Step 1, the grievance shall be reduced to writing, stating the issue(s) involved and the corrective action or relief sought. The grievance must be submitted within seven (7) calendar days from the Step 1 meeting to the second line supervisor. If the employee or the union requests a meeting with the deciding official, it should be so stated in the grievance. The employee will be advised, in writing, of the Step 2 decision within twenty-one (21) calendar days after receipt of the grievance.

Step 3. If no satisfactory resolution is reached at Step 2, the grievance may be submitted in writing within seven (7) calendar days after the Step 2 decision through the CPAC to the activity head or his duly authorized representative. If a meeting with the deciding official is desired, it should be so stated, in writing. A decision shall be rendered in writing within twenty-one (21) calendar days from receipt of the Step 3 written grievance. The Step 3 decision shall be final and not subject to further appeal, except under "Arbitration", as described in Article 45.

b. Certain grievances, other than those identified in Section 4 of this article, shall be initiated at Step 2. These grievance situations include: (1) Performance ratings which have been approved by the senior rater; (2) Letters of reprimand; and (3) Grievances directed at the first line supervisor.

c. There may be other grievance situations identified for initiation at advanced steps of the grievance process. In these situations employees will be advised in writing as to what step a grievance should be initiated.

SECTION 7. A reasonable amount of official time will be granted an aggrieved employee and the appropriate Union representative to investigate, prepare, and present a grievance on the Employer's premises through this grievance procedure; however, no overtime will be paid to any such employee or Union representative to accomplish these functions. An employee or Union representative desiring official time for either of the foregoing purposes, shall request time in accordance with Article 8.

SECTION 8. No representative of the Union will solicit grievances from employees.

SECTION 9. If two or more employees initiate identical grievances (if management and the Union mutually agree that the grievances are identical), the Union if it has been designated as representative, will call the employees together and have them submit a group grievance for processing. The decision made on the grievance selected for processing will be equally applicable to all.

SECTION 10. Once a grievance has been accepted for processing under this Grievance Procedure, failure of the aggrieved employee or the Union to comply with any applicable time limit terminates further consideration of the grievance. Failure of a management official of the Employer to comply with any applicable processing time will constitute a valid basis for the grievance to be promptly advanced to the next higher step of this grievance procedure. Any time limits specified in this Article may be extended by mutual agreement between the parties.

SECTION 11. Grievability or arbitrability issues if unresolved will be handled as threshold issues at arbitration.

SECTION 12. Grievances not resolved by the provisions of this Article may be referred to binding arbitration by either the Union or the Employer.

#### **ARTICLE 44**

##### **GRIEVANCES BETWEEN PARTIES**

SECTION 1. A "grievance" is as defined in Article 2 of this Agreement. This procedure is designed to provide an ethical, orderly, and equitable means for resolving complaints and grievances between the parties.

SECTION 2. Employer grievances shall be filed in writing with the President of the Union. Union grievances shall be filed in writing through the CPAC to the respective activity head by an elected or appointed officer of the Union; with approval of the Union President. The grievance shall specify the basis for the grievance and the corrective action sought. Within 7 calendar days after receipt of a grievance, representatives of the parties will meet to discuss the grievance. A written decision will be issued within 21 calendar days of receipt of the grievance.

SECTION 3. Grievances not resolved under this Article may be referred to Arbitration in accordance with Article 45 of this Agreement.

SECTION 4. Grievability or arbitrability issues if unresolved will be handled as threshold issues at arbitration.

## **ARTICLE 45**

### **ARBITRATION**

SECTION 1. When a matter pursued through the Negotiated Grievance Procedure, Article 42 or Article 43, is not satisfactorily resolved, the grievance may be referred to arbitration upon written request of the Employer or the Union. The request to invoke arbitration must be submitted within 21 calendar days of receipt of the decision completing the negotiated grievance procedure. Only the parties to this Agreement may invoke arbitration.

SECTION 2. Within 7 calendar days from the date of receipt of the request to invoke arbitration, the Employer and Union will jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a list of 5 arbitrators. The party requesting arbitration is responsible for payment of appropriate processing fee to FMCS. Representatives of the parties will meet within 9 calendar days of receipt of the list of arbitrators to select one to hear the grievance. One party will strike a name from the list and then the other party will strike a name. This process will be repeated until there is but one name left, who is the person who shall be requested to arbitrate the matter. A flip of a coin will decide which party strikes first.

SECTION 3. The Arbitrator's fee, including travel and per diem expenses, will be borne equally by the parties. The Employer will provide a hearing room from those facilities situated on the Employer's premises. Either party may obtain a transcript at its own expense. If the parties agree that a transcript is necessary, the cost will be shared equally by the Parties. If an arbitrator requests a transcript, the parties will share the cost equally.

SECTION 4. The arbitrator shall conduct such investigation as he deems necessary. Should a hearing be necessary, it will be conducted at Fort Bliss, Texas during the usual scheduled workdays and hours. Employee witnesses if otherwise in a regular

pay status will be considered to be on official time while participating. The power of the arbitrator may be exercised in the absence of either party who, after due notice, fails to be present or obtain a postponement. The award of the arbitrator, however, must be supported by evidence. It cannot be based solely upon default of one of the parties.

SECTION 5. The arbitrator shall be requested by the parties to render his award as soon as possible and if at all possible, to do so within 30 calendar days after completion of the hearing.

SECTION 6. The arbitrator shall not have the right to add to or modify this Agreement in any manner.

SECTION 7. The arbitrator's decision shall be final and binding, except that either party may appeal the decision in accordance with Statute.

## **ARTICLE 46**

### **UNFAIR LABOR PRACTICES**

SECTION 1. The Employer and the Union agree that the resolution of complaints that arise under 5 USC 7116, Unfair Labor Practices (ULP), will be handled informally and between the parties. In an effort to resolve such issues, it is agreed that the informal resolution period shall consist of, as a maximum, 30 calendar days.

SECTION 2. If no informal resolution is reached during that time, the ULP may be forwarded to the Federal Labor Relations Authority (FLRA) in accordance with applicable law and regulations. It is recognized, however, that all time limitations prescribed in FLRA regulations concerning the filing of ULP's apply and are not otherwise affected by the informal resolution period.

SECTION 3. All informal complaints will be filed, in writing with either the Employer, ATTN: CPAC or the President, AFGE Local 1051. The 30-calendar day informal resolution period will begin on the date the written charge is received by the charged party.

## **ARTICLE 47**

### **ADVERSE CONDITIONS**

SECTION 1. When it has been determined that activities must be curtailed due to adverse weather conditions, regularly scheduled employees will be administratively excused without charge to leave or loss of pay, in accordance with applicable law and regulations. Employees considered mission essential, as determined by the Employer could be required to report or remain on duty.

SECTION 2. When the decisions have been made to curtail activities during duty hours and to administratively excuse employees, employees will be promptly notified.

SECTION 3. On-the-spot mission essential personnel may be designated to complete the work that must be accomplished in accordance with applicable regulation. This is not meant to include normal routine work that is not critical to mission.

SECTION 4. Commensurate with skills required, the Employer agrees that mission essential work will be distributed equitably. Within those functions where there are two or more employees performing the same function and less than the full work force is required for emergencies, a reasonable effort will be made to rotate the personnel designated as mission essential.

SECTION 5. The Employer will inform the Union President of curtailment of operations due to adverse conditions.

## **ARTICLE 48**

### **PAYCHECK DELIVERY AND ALLOTMENTS**

SECTION 1. The Employer agrees to provide direct deposit payroll services for all Unit employees.

## **ARTICLE 49**

### **PAYROLL WITHHOLDING OF UNION DUES**

SECTION 1. The Employer agrees that authorization for voluntary allotments of pay by employees for the payment of the Union dues will be accepted and processed in accordance with applicable laws and regulations and this Agreement.

SECTION 2. The Employer will provide access to Dues Withholding Form (SF 1187) via the CPAC website. The Union agrees to distribute the form to its members; to certify as to the amount of its dues; and to inform and educate its members on the program for allotments for payment of dues and the uses and availability of the required form.

SECTION 3. The Employer agrees that an allotment authorization may be submitted through the Union to the Civilian Pay Customer Service Representative (CSR) at any time. Allotments will become effective at the beginning of the first pay period after receipt of the form, provided that the SF 1187 is received at least 3 full workdays before the start of such full pay period.

SECTION 4. An employee may at any time, voluntarily submit through the union to the CSR a Standard Form 1188 or other written request to terminate an existing dues allotment, which shall become effective at the beginning of the first pay period at least 1 year after the anniversary date of an employee's initial request for payroll withholding of union dues. The Act states that a request for withholding of union dues may not be revoked by an employee for a period of one (1) year. The Employer shall provide access to SF 1188 via the CPAC website.

SECTION 5. The remittance of the dues withheld, will be made by check or electronic fund transfer payable to the Comptroller, AFGE and mailed to the Comptroller Division, National District Office, no later than five (5) working days following the day on which the related salaries were paid to members of the Union, along with a listing of employee's names and amount of dues withheld.

SECTION 6. Nothing in the agreement shall require an employee to become or remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. The requirements of this section apply to all supplemental, implementing, subsidiary, or informal agreements between the Employer and the Union.

SECTION 7. The CPAC, on a semi-annual basis, will review a list of dues paying members to ensure properly designated bargaining unit employees are participating in dues check off. The CPAC will notify the Union President of discrepancies.

SECTION 8. This article will continue in full force and effect upon the expiration date of this agreement and until a new agreement has been negotiated.

## **ARTICLE 50**

### **REORGANIZATION**

SECTION 1. Reorganization is defined as the elimination, addition, or redistribution of major functions or duties that will change the organizational structure.

SECTION 2. The Employer shall notify the Union, in writing, and in accordance with this agreement, of pending reorganizations.

SECTION 3. At that time, the Union may make its views and recommendations known concerning the reorganization for consideration by the Employer. The impact and implementation of a reorganization will be negotiated upon request of the Union.

SECTION 4. The union shall be notified by the Employer, in writing, prior to any changes to the Table Distribution and Allowances (TDA) regarding individuals Para Title, Title, Grade, POSCO, CIVCC, Requirement, Authorization and/or Remarks.

SECTION 5. Employees are responsible for obtaining their Notification of Personnel Actions from MYBIZ at:

<https://compo.dcpds.cpms.osd.mil/> or eOPF at <https://eopf1.nbc.gov/army/>.

## **ARTICLE 51**

### **CONTRACTING OUT**

SECTION 1. Briefings. When the Employer determines that it may implement a contract under OMB Circular A-76 that may impact bargaining unit positions, it will meet with the Union as required prior to implementation.

SECTION 2. Site Visits. The Employer shall notify the Union if a site visit is going to be conducted for potential bidders seeking contracts for work performed by unit employees. A Union Representative will be given the opportunity to attend such a site visit.

SECTION 3. Union Notification. When the Employer determines that unit work will be contracted out, the Employer shall notify the Union to provide them an opportunity to bargain and negotiate impact and implementation.

SECTION 4. Employees Adversely Affected. Adversely affected federal employees are employees identified for release from their competitive level by an agency, as a direct result of a decision to convert to contract. The Employer will make reasonable efforts to place such employees to include:

a. Priority consideration for vacant positions for which they are minimally qualified;

b. Establishing a local placement program; and

c. Paying a reasonable cost for training related to placement within positions at ARCIC-BMC.

## **ARTICLE 52**

### **UNION OFFICIAL FACILITIES**

SECTION 1. Union Office.

a. The Employer recognizes the importance and value of the Union's mission and purpose. Accordingly, the Employer agrees to furnish office space to the Union appropriate for carrying out its representational and partnership duties in locations easily accessible to employees of size, furnishings, and decor commensurate with other administrative offices within the facility to include desk(s), file cabinets, chairs, and other appropriate furniture.

b. The office will be equipped with adequate telephone lines for local phone calls, fax machine, and a computer with capabilities compatible with the Employer's technology and a laser printer.

SECTION 2. Meeting Space. The Employer will, on an as needed basis, provide conference rooms for discussions between employees and Union officials. The Employer will also provide suitable space for regular Union meetings. The Union agrees to exercise reasonable care in use of such space.

SECTION 3. Bulletin Boards.

a. The Employer will provide a link from the CPAC website for the electronic posting of union notices and regulations that are within the limits of ARCIC-BMC.

b. Literature so posted must not violate any law or regulation or the security of the Employer, or contain libelous material. The Union shall be responsible for the content of its material. Should a dispute occur regarding the nature of posted material, the Union agrees to remove the questionable material until the matter is resolved.

c. The Union shall be permitted to publish notices of its local meetings through a link on the CPAC website. Such notices must be submitted in conformance with the Employer's regulations concerning publication of notices on the Internet.

SECTION 4. E-Mail and Interoffice Mail System. The Union and its representatives may use the E-mail and the interoffice mail system for regular representation communications (e.g., grievances, correspondence or memos to the Employer).

SECTION 5. Membership Drives. The Employer agrees to provide adequate facilities for scheduled membership drives at location(s) that will provide access to unit employees during lunch periods and before or after duty hours. Detailed arrangements will be negotiated as needed.

SECTION 6. Literature. The distribution of union literature will be permitted provided it is done during non-duty hours of the distributor and employee receiving the literature and it does not interfere with the mission of the Employer.

SECTION 7. Copies of Agreement. The Employer will notify each bargaining unit employee via email that there is a new Collective Bargaining Agreement in affect and provide the website address for their use.

**ARTICLE 53**

**PAST PRACTICES**

SECTION 1. Past practices are defined as conditions of employment, not specifically covered by this Agreement, which are followed by both Parties or followed by one Party and known by the other Party but not challenged. To constitute the

establishment by practice of a term and condition of employment, the practice must be a clear course of conduct consistently exercised for an extended period of time with the Employer's knowledge.

SECTION 2. Laws, OPM regulations and this Agreement take precedence over past practices. Other bona fide past practices are binding upon the Parties until changed through the negotiation process.

#### **ARTICLE 54**

##### **MISCELLANEOUS AND GENERAL PROVISIONS**

SECTION 1. The Employer agrees to train management personnel in the understanding and spirit of this Agreement, recognizing the benefit to be derived from the constructive observance of its provisions (Bi-annually)

SECTION 2. The Employer agrees to conduct training sessions for all supervisory/management personnel in the interpretation and implementation of this contract. In keeping with the spirit of Union Management cooperation, the Union will be invited to designate two representatives to participate in the initial, contract administration classes conducted by the Employer. The format and content of these sessions will be established by the Employer.

SECTION 3. The Employer will provide the Union a copy of the Employers regulations and directives affecting conditions of employment, personnel policies, working conditions and proposed changes thereto that are not available electronically or via the Internet.

SECTION 4. The Employer agrees to furnish to the Union upon written request a listing of employees in the Unit.

#### **ARTICLE 55**

##### **DISTRIBUTION**

SECTION 1. The Employer will provide each unit employee a web link to an electronic copy of this agreement once it has been approved and published. The Employer will furnish the web link to each new unit employee. The Union will be provided copies of the agreement.

SECTION 2. As a part of their orientation, new employees hired in a position included in the unit will be advised of the recognized relationship between the Employer and the Union. The list of union officials and stewards, provided by the Union, will be included on the CPAC website at [www.eustis.army.mil/cpac/Labor.htm](http://www.eustis.army.mil/cpac/Labor.htm).

SECTION 3. Each copy of the agreement will be reasonably attractive and typed in a format mutually agreed upon by the Union and the Employer.

## ARTICLE 56

### DURATION OF AGREEMENT

SECTION 1. The Effective Date of this agreement will be implemented and become effective when it has been approved, ratified and signed by the parties, including review pursuant to 7114(c) of 5 USC Chapter 71.

SECTION 2. This Agreement shall remain in full force and effect for a period of 3 years after its effective date, it shall be automatically renewed for three (3) year periods unless either party gives the other party notice of its intention to renegotiate this Agreement no less than sixty (60) nor more than one hundred and twenty (120) days prior to its termination date. Negotiations shall begin no earlier than thirty (30) days after these conditions have been met. If renegotiation of an agreement is in progress but not completed upon the termination date of this Agreement, this Agreement will be automatically extended until a new Agreement is negotiated.

SECTION 3. Should one of the parties choose not to extend the Agreement but rather renegotiate a new agreement, the following shall apply.

a. No earlier than 105 nor less than 60 days prior to the scheduled expiration date of this Agreement, the party wishing to renegotiate the Agreement shall inform the other party of its desire to do so.

b. The party desiring to renegotiate the Agreement (moving party) shall provide 2 copies of its proposed contract along with its request to renegotiate to the responding party.

c. The party receiving the request to renegotiate shall submit counterproposals/proposals to the moving party within 45 days of the receipt of the request to renegotiate.

d. The parties shall meet to begin negotiations at a mutually convenient time but within 15 days of the receipt of the counterproposals submitted by the responding party.

SECTION 4. This Agreement may be amended or reopened at any time by mutual consent. Before reopening, the party wishing to reopen will submit to the other party at least thirty (30) calendar days prior to the desired reopening date, an agenda stating the reasons for reopening and the changes that are desired.

SECTION 5. It is agreed that at any time, this Agreement may be reopened to modify, add or delete clauses and articles as mandated by change of laws, rules, and regulations or policies directive in nature to the Employer that may warrant changes. Before reopening, the party wishing to reopen will submit to the other party at least thirty (30) calendar days prior to the desired reopening date, and agenda stating the reasons for reopening and its proposal language, additions or deletions on all matters to be discussed at the reopening.

SECTION 6. This Agreement and any amendments thereto will become effective on (date signed) and will remain in effect until this Agreement expires or is terminated, unless higher authority determines within thirty calendar days from the date of its execution that the Agreement does not conform to applicable laws, or existing published agency policies or regulations of other appropriate authorities. If the Agreement has not been approved or disapproved within thirty days from the date of its execution by the parties, it shall go into effect without the required approval of higher authority and shall be binding on the parties, subject to the provisions of CSRA, 1978, and any other applicable law, rule or regulations.

SECTION 7. When the renegotiation of this Agreement is pending or in the process, and the parties are unable to complete such renegotiation by the termination date of the agreement as the result of negotiations pending third party proceedings involving a negotiability dispute, a negotiation impasse, or a question of representation involving employees in the unit, benefits under the Agreement, as provided by law, shall continue in effect until a new Agreement is executed.

## REQUEST AND APPROVAL FOR USE OF OFFICIAL TIME

1. NAME (Last, First, Middle Initial)	2. UNION POSITION (Officer/Steward)
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3. ORGANIZATION
-----------------

4. REASON FOR OFFICIAL TIME <i>(Check appropriate box(es) below.)</i>	C O D E	DATE	TIME REQUESTED		ACTUAL TIME USED		TOTAL HOURS
			From	To	From	To	
<input type="checkbox"/> GRIEVANCE & APPEALS	BK						
<input type="checkbox"/> LABOR-MANAGEMENT RELATIONSHIPS	BD						
<input type="checkbox"/> TERM NEGOTIATIONS	BA						
<input type="checkbox"/> MID-TERM NEGOTIATIONS AND I&I	BB						

**Grievance & Appeals:** Time spent by union officials to prepare and/or present the union's or the employee's case in a grievance or appeal, as well as time spent by the grievant and any bargaining unit employee (including a union official) serving as a witness in a grievance or appeal.

**Labor-Management Relationships:** Previously agreed-upon time spent by union officials for representational duties that do not fit in other categories (e.g., labor-management meetings, approved union training as defined in the contract, attendance at formal discussions, or other representational matters).

**Term Negotiations:** Time spent by union officials involved in basic term negotiations with management on a new or expiring contract (i.e., time actually at the table plus any previously agreed-upon preparation time for negotiations).

**Mid-Term Negotiations:** Time spent by union officials to negotiate changes to conditions of employment proposed by management or issues raised by the union during the term of the agreement.

6. REQUEST INITIATED BY:	SUPERVISOR(S) CONTACTED:
<input type="checkbox"/> MANAGEMENT	_____
<input type="checkbox"/> EMPLOYEE	_____
<input type="checkbox"/> UNION	_____

**REMARKS:**

7. **CERTIFICATION:** I hereby request official time as indicated above and certify that such official time is requested for the purpose(s) indicated. I understand that I must comply with any employing agency's procedures for requesting official time and that falsification of information on this form may be grounds for disciplinary action, including removal.

EMPLOYEE SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

8. **OFFICIAL ACTION ON REQUEST:**     APPROVED             DISAPPROVED  
*(If disapproved, give reason and indicate when employee can reschedule.)*

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

### PRIVACY ACT STATEMENT

The primary use of this information is by management and your payroll office to approve and record your use of official time. Additional disclosures of the information may be: To a Federal, State, or local law enforcement agency when your agency becomes aware of a violation or possible violation of civil or criminal law; to a Federal agency when conducting an; to the Office of Personnel Management or the General Accounting Office when the information is required for evaluation of official time administration; or to the General Services Administration in connection with its responsibilities for records management.



IN WITNESS WHEREOF, The Parties have entered into this Agreement this 14<sup>th</sup> day of January in the year 2014.

**EMPLOYER**

LTG KEITH C. WALKER  
Lieutenant General, U.S. Army  
Director, Army Capabilities  
Integration Center

BG JOHN W. CHARLTON  
Brigadier General, U.S. Army  
Commander, Brigade  
Modernization Command

COL JAMES CRIDER  
COL. IN  
Deputy Commander, Brigade  
Modernization Command

MICHAEL D. STARRY  
Chief of Staff, ARCIC

DOUGLAS L. FLETCHER  
Chief of Staff, BMC

**UNION**

HENRY U. MESA  
AFGE National Representative

JAMES D. MCMILLEN  
AFGE Local 1051, President

JOHN F. LYSAULT  
AFGE Local 1051, V President

BRANDON M. MCELHINNY  
AFGE Local 1051, Treasurer

**EMPLOYER**

KIMBERLY G. RHOADES  
Lead Negotiator